DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement"), is dated this 12th day of January, ~~2021~~ 2022 and is entered into by and between:

CITY OF PEMBROKE PINES, a municipal corporation, of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

T.F.R. ENTERPRISES, INC., a For Profit Corporation as listed with the Tennessee Division of Corporations, authorized to do business in the State of Florida, and with a business address of 601 Leander Drive, Leander, TX 78641, hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H

WHEREAS, the CITY may experience massive destruction by the impact of a hurricane making landfall, violent storms, spawning tornadoes, as well as other natural and/or man-made disasters (hereinafter "Catastrophic Events"); and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from public property and public rights of way so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from private property, subject to compliance with any and all local, state and federal regulations, including FEMA requirements so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY previously issued **Request for Proposal #AD-21-02** (hereinafter "RFP"), for Disaster Debris Management Services, on an as needed basis, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; and,

WHEREAS, the prices set forth in this Agreement and being charged by the CONTRACTOR are consistent with the market value and rates currently being charged to local governments throughout South Florida for the same or similar work by other debris removal vendors and caused by the exigent circumstances that has resulted in the necessity for this Agreement; and,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

WHEREAS, the services to be provided by the CONTRACTOR will include emergency push and storm debris collection and disposal in the CITY following a Catastrophic Event, the CONTRACTOR will also provide a range of related services including damage assessment, training, emergency planning and other services as needed and requested by the CITY; and,

WHEREAS, other services provided by the CONTRACTOR may include facilitating communication and coordination with the Federal Emergency Management Agency (hereinafter "FEMA"), the Federal Highway Administration (hereinafter "FHWA"), Broward County, the State of Florida and other federal, state or local agencies, and state insurance representatives; and,

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and,

WHEREAS, FEMA's regulations require that the CITY has a written contract with its Contractors to be used following Catastrophic Events, as described above; and,

WHEREAS, the CITY and the CONTRACTOR have reached a mutual agreement as to the terms and conditions of such services; and,

WHEREAS, this Agreement does not preclude the CITY's from using other vendors which provide the same or similar services as provided by the CONTRACTOR on an as needed basis; and,

WHEREAS, this Agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events and when an emergency situation exists which threatens the life, safety or welfare of the citizens of Pembroke Pines; and,

WHEREAS, the City Commission of the City of Pembroke Pines, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with CONTRACTOR for Disaster Debris Management Services.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1 – Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2 - Scope of Professional Services

2.1 Debris Removal. It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all disaster generated debris from public property and public rights-of-way, and private property as authorized by the CITY, so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services. Clean up, demolition and removal will be limited to: (1) that which is determined to

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public property (or private property when specifically authorized by the CITY), and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction, and disposal of debris from CITY streets, roads, and right-of-ways, public property and facilities and any other facility or site as directed by the designated representative of the CITY.

Specifically, the Scope of Services shall encompass the Disaster Debris Management Services as more particularly described in the RFP, attached hereto and made a part hereof as **Exhibit "A"** and the Contractor's submittal, included as **Exhibit "B**" attached hereto and made a part hereof.

2.1.1 Ownership and Disposal of Debris. The CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. Debris shall include "storm-generated yard trash" as defined in §403.703 Florida Statutes, as may be amended from time to time. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the CITY without written consent.

2.1.2 Technical Disaster Recovery Assistance. It is the intent of this agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials of the CITY. This service shall include Program Management Assistance.

2.1.3 Permits and Regulations. All necessary permits, licenses and certificates required for the execution of this Agreement as set forth in **Exhibit "A"** shall be secured and paid for by the CONTRACTOR.

2.1.4 Event Closure. In accordance with **Exhibit "A",** CONTRACTOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by CITY staff and designated Debris Removal Contractors.

2.1.5 Services and Facilities. It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

2.1.6 Measurement of Quantities. Work specified herein shall be measured by the CITY according to U.S. Standard Measure and information provided by the CONTRACTOR. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

practice. The principle method of measurement will be debris volume in cubic yards. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded.

2.1.7 Scheduled Passes. The CONTRACTOR shall make multiple scheduled passes of each site, location or area impacted by the Catastrophic Event. The number and schedule of passes shall be determined through CITY-CONTRACTOR consultation. It is the CITY'S intent that the CONTRACTOR shall make as many passes as the CITY may direct to complete the removal and lawful disposal of all natural disaster generated debris.

2.2 Supervision by CONTRACTOR. The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the CITY's Authorized Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.3 Changes in the Scope of Services. The CITY and CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided. CITY's Signatory Authority for such changes shall be as set for in the CITY's Code of Ordinances.

Article 3- Term of Agreement

3.1 Term. This Agreement shall be effective for an initial five (5) year period commencing on the date of execution by both Parties through December 31st, 2026, at 11:59 PM.

3.2 Contract Pricing. The pricing negotiated with the CONTRACTOR shall remain firm during the term of the Agreement as evidenced in **Exhibit "B"** attached hereto and incorporated herein by reference. After the initial first year of the Agreement, on the following January 1st, and annually thereafter, the rates shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale-West Palm Beach, FL Area for the annual change for the month of April or two percent (2%), whichever is less but not less than zero percent (0%).

Article 4- Payment

4.1 Payment for all services shall be done in accordance with **Exhibit "A"** and as set forth herein. Pricing for all services shall be done in accordance with **Exhibit "B"** attached hereto and incorporated herein by reference.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

4.2 The CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 C.F.R. 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook. The CONTRACTOR and CITY will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the CONTRACTOR and numbered tickets shall be supplied to the CITY by the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification for each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

4.3 Invoices shall be submitted in duplicate to the Director of Public Services, City of Pembroke Pines, 8300 S. Palm Drive, Pembroke Pines, Florida 33025, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees as set forth in **Exhibit "A"**.

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.5 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5- CITY Obligations

5.1 The CITY shall furnish all information and documents necessary for the commencement of work to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

5.2 The CITY shall pre-designate necessary Temporary Debris Storage and Reduction ("TDSR") sites either within the CITY, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. If requested by the CITY, the CONTRACTOR shall operate the TDSR sites and only CONTRACTOR vehicles and others specifically authorized by the CITY will be allowed to use these sites. The CONTRACTOR shall have a General Operation Plan, which describes the operations CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

storage, recycling operations, equipment maintenance, etc. The CONTRACTOR shall include provisions for rodent control, noise abatement, etc. If any facilities are utilized for air curtain burning, they must be approved by the CITY and Broward County.

5.3 The CITY may also establish homeowner drop-off sites for debris. If requested by the CITY, the CONTRACTOR shall be responsible for removing all debris from these sites.

5.4 The CITY shall timely pay CONTRACTOR in accordance with Part VII, Chapter 218, Florida Statutes.

Article 6- FEMA Reimbursements and Requirements

The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

6.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster Debris Management Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

6.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

6.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326, and CFR Part 200 Appendix II. In the event of any conflicts, the provisions of 2 CFR Part 200 Appendix II shall prevail.

6.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

6.3.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

6.3.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

6.3.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

6.3.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.3.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6.3.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6.3.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6.3.1.8 CONTRACTOR will include the provisions of paragraphs (6.3.1.1) through (6.3.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6.3.2 Davis-Bacon Act: CONTRACTOR shall comply with the Davis-Bacon Act, (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

6.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

6.3.3.1 Subcontracts. The CONTRACTOR shall insert in any subcontracts the provision above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

6.3.3.2 Breach. A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6.3.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

6.3.4.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

6.3.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (6.3.4.1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (6.3.4.1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (6.3.4.1) of this section.

6.3.4.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (6.3.4.2) of this section.

6.3.4.4 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (6.3.4.1) through (6.3.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (6.3.4.1) through (6.3.4.4) of this section.

6.3.5 Clean Air Act: The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.3.6 Federal Water Pollution Control Act: The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

6.3.7 Compliance with State Energy Policy and Conservation Act: CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

6.3.8 Suspension and Debarment: This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

6.3.8.1 The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.3.8.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.3.9 Byrd Anti-Lobbying Amendment: 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

6.3.10 Recovered Materials: The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.3.11 Reporting: Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

6.3.12 Rights to Inventions: CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

6.3.13 Access to Records: In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes:

6.3.13.1 The CONTRACTOR agrees to provide the CITY, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

6.3.13.2 The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6.3.14 No Obligation by the Federal Government: The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6.3.15 DHS Seal, Logo, and Flags: The CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.3.16 Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.3.17 Fraudulent Statements: The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to the CONTRACTOR's actions pertaining to this Contract.

6.3.18 Prohibition on Contracting for Covered Telecommunications Equipment or Services: As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

6.3.18.1 Prohibitions.

6.3.18.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

6.3.18.1.2 Unless an exception in paragraph 6.3.18.2 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

6.3.18.1.3 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

6.3.18.1.4 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

6.3.18.1.5 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

substantial or essential component of any system, or as critical technology as part of any system; or

6.3.18.1.6 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

6.3.18.2 **Exceptions**.

6.3.18.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

6.3.18.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

6.3.18.3 **Reporting requirement**.

6.3.18.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 6.3.18.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

6.3.18.3.2 The CONTRACTOR shall report the following information pursuant to section 6.3.18.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required by this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

6.3.19 Domestic Preference for Procurements: As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6.3.20 Affirmative Socioeconomic Steps: If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6.3.21 License and Delivery of Works Subject to Copyright and Data Rights: If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

Article 7- Termination

7.1 Termination. This Agreement may be terminated by the CITY at any time and for any reason; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/task(s) is completed and accepted.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

7.1.1 Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the CITY, termination costs, if any shall not apply.

7.1.2 Termination for Cause. This Agreement may be terminated by either party for cause after providing notice of default to the party in default and a reasonable period of time to cure the default.

7.1.3 Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation or performance in the subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services/tasks delivered under this Agreement.

Article 8- Insurance and Bonds

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

8.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ **8.6.1** Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The CITY of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ **8.6.2** Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

✓ ☐ **8.6.3** Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ × **8.6.3.1** If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence

Yes No

✓ ☐ **8.6.4** Umbrella/Excess Liability Insurance in the amount of $5,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ **8.6.5** Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Yes No

✓ ☐ **8.6.6** Environmental/Pollution Liability insurance shall be required with a limit of no less than $2,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ × **8.6.7** Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ × **8.6.8** Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ × **8.6.9** Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ × **8.6.10** Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ × **8.6.11** Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ × **8.6.12** Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
8.7.2 Waiver of all Rights of Subrogation against the CITY.
8.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

8.11 Payment and Performance Bonds. Upon CITY's request, CONTRACTOR shall provide the CITY with one million dollar ($1,000,000.00) Payment and Performance Bonds no later than fifteen (15) days after the CITY's request and shall remain in effect through December 31st of that year, or event debris removal and disposal operations have reached total completion (whichever comes last). If this Agreement is enacted due to a Catastrophic Event during this time, the before mentioned Payment and Performance Bonds shall be placed and the entire cost of the bonds shall be borne by the CONTRACTOR. If this Agreement is enacted but the Catastrophic Event does not require use of CONTRACTOR's services during this time, the CITY shall reimburse the contractor for the actual cost of the bonds (without markup). The bonds shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the CONTRACTOR shall be required to provide an updated Performance and Payment Bonds in an amount equal to the new value.

8.12 If applicable, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bonds exceed the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11).

Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Two (2) separate bonds are required and both must be approved by the CITY. The performance bond shall be conditioned that the CONTRACTOR perform this Agreement in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of this Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

Article 9-Indemnity and Liens

9.1 Indemnity. CONTRACTOR shall indemnify and hold the CITY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees to protect, defend, indemnify, and hold the CITY and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representatives, in the performance of CONTRACTOR's duties set forth in this Agreement. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

9.2 Warranty of Title and Waiver of Liens. The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10- Subcontractors

10.1 Local Resources. The CONTRACTOR shall, to the extent practicable, give priority to utilizing resources in CITY and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

10.2 Subcontractors.

10.2.1 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the CITY may exercise over the CONTRACTOR under this Agreement.

10.2.2 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY or subject the CITY to liability of any kind to any subcontractor. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon activation of the Agreement and updated by the CONTRACTOR to the CITY on a biweekly basis during said activation.

10.2.3 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP, to provide and perform such services to CITY'S satisfaction for the agreed compensation, and meets all other requirements of the RFP, including without limitation insurance requirements. CONTRACTOR shall be solely responsible for payment of subcontractors, and its failure to pay subcontractors shall be grounds for withholding future payments to CONTRACTOR, or termination of this Agreement.

10.2.4 The CONTRACTOR shall not use a subcontractor or material supplier against whom the CITY has a reasonable objection to, and shall to the extent practicable subcontract with local firms currently doing business with the CITY. All subcontractors will operate in strict accord with all local, state, and federal laws governing this type of work.

10.2.5 No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

Article 11 - Special Conditions

11.1 Participating Offices. The City of Pembroke Pines Public Service Department will participate in this Agreement. The CITY reserves the sole right to add additional CITY offices to the Agreement.

11.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, FEMA, or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

11.3 Liquidated Damages. Liquidated damages will be deducted from the Agreement sum as set forth in **Exhibit "A"** for each regular workday the CONTRACTOR fails without justifiable excuse to perform in accordance with its contractual obligations or, if this Agreement does not provide specific performance standards or timeliness requirements, in accordance with general industry standards of performance for similar services under similar conditions. The CONTRACTOR will make every attempt to supply the awarded goods/services within the time frame(s) requested. Repeated failure to supply the goods and services may result in termination of the Agreement for cause and shall be cause-in-need for the CITY to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the CONTRACTOR to pay the CITY any increase in costs occasioned thereby.

11.4 Pre-event Condition. The CONTRACTOR shall return all staging and process areas to their pre-event condition or better.

11.5 No Solicitation. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement.

11.6 Work Hours. The Debris Recovery Contractors will/may conduct its operations seven (7) days per week during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by CITY's Director of Public Service or his designee. However, unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites may be conducted on a twenty-four (24) hour, seven (7) day basis. CONTRACTOR will conduct its services at the times and dates necessary appropriate to perform its duties as provided for in this Agreement.

11.7 Protection of Property. The CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and the CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and sh1ilfuse every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

consequence of the non-execution thereof on the part of the CONTRACTOR, the CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Public Service Director, or he shall make good such damage or injury in an acceptable manner.

11.8 Equipment. All of the CONTRACTOR'S equipment utilized for this Agreement shall be:

11.8.1 In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.

11.8.2 Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.

11.8.3 All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section unless directed by the CITY. If operation of the equipment shall be required outside of the ride-away, the CITY will provide Right-of-Entry agreements executed with the property owner prior to the CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.

11.8.4 Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.

11.8.5 All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2"x 6" boards or greater and may not extend more than two (2) feet above the medal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the CITY inspector.

11.8.6 The CONTRACTOR shall use trucks, trailers, and/or equipment approved for use under this Agreement for this Agreement only, and such equipment shall not be used for any other work during the term of this Agreement. A list of approved equipment shall be submitted to the CITY.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

11.9 Securing Debris. The CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the CONTRACTOR to prevent materials from falling or being blown from the bed.

11.10 Traffic Control. The CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas. The CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place.

11.11 Inspection Stations.

11.11.1 Upon request by the CITY, the CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSR site and disposal area. These stations will be the points of load volume verification by the CITY.

11.11.2 The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. Upon request by the CITY, the CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a CITY inspector/monitor onsite for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of the CITY.

11.11.3 The inspection towers shall be of sturdy construction using pressure treated wood and of sufficient height as to allow a complete view of the load bed of each piece of equipment being used to haul debris. The floor area shall be a minimum of 8'x 8' constructed of 2" x 8" joints, 16" on center with ¾" plywood supported by 6" x 6" posts. The perimeter of the floor area shall be protected by a 4' high wall constructed of 2" x 4" studs and ½' plywood. The floor area shall be covered with a roof to protect the occupants from the elements. The roof shall provide a minimum of 6'6" head room below the support beams. Access shall be by wooden steps with a handrail. At the conclusion of the debris removal process, the CONTRACTOR shall remove the structure.

11.12 Hazardous Materials.

11.12.1 The CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. The

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

CONTRACTOR shall notify the CITY of the nature and location of any such debris encountered.

11.12.2 The CONTRACTOR must not transport hazardous materials to the TDSR sites or landfills that are not specifically authorized to accept such materials. However, the CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSR site and if requested to manage the site by the CITY, the CONTRACTOR shall provide a suitable area at each TDSR site to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.

11.12.3 The CITY recognizes that construction and demolition debris might contain small amounts of asbestos, lead based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSR site. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class I landfill authorized to receive such hazardous waste.

11.13 Inoperable Private Vehicles and Equipment. The CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. The CONTRACTOR shall instead report the location of such vehicles to the City of Pembroke Pines Police Department.

11.14 Reports. The CONTRACTOR shall make daily reports to the CITY to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.

11.15 Affiliation. CONTRACTOR and its employees, agents, and subcontractors shall not be employed by or affiliated with the Debris Monitoring Contractors. For purposes of this Agreement, Debris Monitoring Contractors are those contractors that were awarded a contract pursuant to RFP AD-21-03.

Article 12- Public Records

12.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

12.1.1 Keep and maintain public records required by the CITY to perform the service;

12.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

12.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

12.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

Article 13- Scrutinized Companies

13. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

13.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

Article 14- Equal Benefits for Employees

14.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

14.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

14.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

14.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of this Agreement with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

If contractor has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

14.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

Article 15- Miscellaneous

15.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

15.2 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.3 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.4 Waiver. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.5 Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

15.6 Compliance with Statutes. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable, and as amended from time to time.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

15.7 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.8 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.9 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.10 Dispute Resolution. Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), both Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

> **15.10.1 Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

15.10.2 Operations During Dispute. In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

15.11 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.12 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.13 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

15.14 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

As to CONTRACTOR:
Tiffany Jean – Senior Contract Administrator
T.F.R. Enterprises, Inc.
601 Leander Drive,
Leander, TX 78641
Telephone No. (512) 260-3322
E-mail: tiffany@tfrinc.com

As to CITY:
Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, FL 33025

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(954) 450-1040 (phone)
(954) 437-1149 (facsimile)

With a Copy to: Director of Public Services
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025
(954) 518-9060 (phone)
(954) 435-6755 (facsimile)

With a Copy to: Samuel S. Goren, Esq., City Attorney
Goren, Cherof, Doody & Ezrol P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
(954) 771-4500 (phone)
(954) 771-4923 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

15.15 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.16 Assignment of Rights/Subletting of Contract. Neither this Agreement nor any interest herein shall be assigned, subcontracted, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager or designee, which shall be in his sole and absolute discretion. CONTRACTOR may subcontract any portion of the work required by this Agreement pursuant to a Subcontractor Plan. The Subcontractor Plan shall specify the anticipated work to be completed by subcontractors, and include a list of all such subcontractors. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager or designee, subject to his approval, prior to use.

15.17 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

15.18 Bankruptcy. It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

15.19 Counterparts and Execution. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

15.20 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.21 Third Parties. The services to be performed by the CONTRACTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONTRACTOR's performance of its services hereunder, and no right to assert a claim against the CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

15.22 Signatory Authority. CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

15.23 Uncontrollable Forces. Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, been prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15.24. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

15.24.1 Definitions for this Section:

15.24.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

15.24.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

15.24.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

15.24.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

15.24.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

15.24.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

15.24.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene Graham January 20, 2022
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe January 20, 2022
013E807C191D4FF...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

BY: DocuSigned by: Charles F. Dodge January 20, 2022
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

T.F.R. ENTERPRISES, INC.

Signed By: _____

Name: Tipton F. Rowland

Title: CEO

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Disaster Debris Management Services

Request for Proposals # AD-21-02

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Project Timeline	This contract shall be for an initial five year period with no renewal terms.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Virtual Non-Mandatory Pre-Bid Meeting	April 1, 2021 at 10:00 a.m. https://ppines.webex.com/meet/purchasing	See Section 1.8.1
Question Due Date	April 5, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on April 20, 2021	See Section 1.8
Proposal Security / Bid Bond	Not Applicable	See Section 4.1
Payment and Performance Bonds	Primary Contractor must have a $10,000,000 or higher bond capacity. Proof of bonding capability must be provided with the bid. The Primary Contractor shall provide the City with a $500,000 Payment and Performance Bond	See Section 1.3.30 & 4.2
Grant or Federal Funding Information	FEMA, FHWA, and/or Other Federal Agencies as applicable to the event.	See Section 1.3

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Table of Contents

SECTION 1 - INSTRUCTIONS 8
1.1 NOTICE 8
1.1.1 VIRTUAL BID OPENING 8
1.2 PURPOSE 9
1.3 SCOPE OF WORK 10
1.3.1 DESCRIPTION OF DESIGNATED AREAS 11
1.3.2 ANNUAL PLAN OF OPERATIONS MEETING 13
1.3.3 EVENT COORDINATION 13
1.3.4 TEMPORARY DEBRIS MANAGEMENT SITE (TDMS) 14
1.3.5 FINAL DISPOSAL SITES (FDS) 15
1.3.5.1 Predetermined FDS Becomes Unavailable 15
1.3.6 EMERGENCY ROAD CLEARANCE 16
1.3.6.1 General Scope 16
1.3.6.2 Quantity of Personnel and Equipment 16
1.3.7 REMOVAL OF VEGETATIVE DEBRIS 16
1.3.7.1 General Scope 16
1.3.7.2 Equipment 17
1.3.7.3 Quantity of Personnel and Equipment 17
1.3.8 REMOVAL OF C&D DEBRIS 17
1.3.8.1 General Scope 17
1.3.8.2 Equipment 18
1.3.8.3 Quantity of Personnel and Equipment 18
1.3.9 REMOVAL OF HAZARDOUS LEANING TREES AND HANGING LIMBS 19
1.3.9.1 General Scope 19
1.3.9.2 Quantity of Personnel and Equipment 19
1.3.9.3 Eligible Hazardous Trees 19
1.3.9.4 Eligible Hazardous Hanging Limbs 20
1.3.10 REMOVAL OF HAZARDOUS STUMPS 20
1.3.10.1 General Scope 20
1.3.10.2 Quantity of Personnel and Equipment 21
1.3.10.3 Eligible Hazardous Stumps 21

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.10.4 Tree Stumps that are Considered Normal Vegetative Debris 21
1.3.10.5 Stump Collection and Documentation 21
1.3.10.6 All Inclusive Pricing 22
1.3.11 REMOVAL OF DEBRIS FROM CANALS/WATERWAYS 22
1.3.11.1 General Scope 22
1.3.11.2 Quantity of Personnel and Equipment 23
1.3.12 REMOVAL OF DEBRIS FROM CITY PARKS AND FACILITIES 23
1.3.12.1 General Scope 23
1.3.12.1 Quantity of Personnel and Equipment 23
1.3.13 REMOVAL OF WHITE GOODS 24
1.3.14 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE 24
1.3.15 REMOVAL OF E-WASTE 25
1.3.16 REMOVAL OF ABANDONED VEHICLE 25
1.3.17 REMOVAL OF DEAD ANIMAL CARCASSES 25
1.3.17.1 General Scope 25
1.3.17.2 Quantity of Personnel and Equipment 25
1.3.18 TDMS MANAGEMENT, OPERATIONS, AND DEBRIS REDUCTION 25
1.3.18.1 Management of City Owned TDMS 25
1.3.18.2 Additional TDMS 26
1.3.18.3 Quantity of Personnel and Equipment 26
1.3.18.4 City TDMS Responsibilities 26
1.3.18.5 Contractor TDMS Management and Operations Responsibilities 26
1.3.18.6 Contractor Debris Reduction Responsibilities 27
1.3.19 HAUL-OUT OF REDUCED DEBRIS TO CITY APPROVED FDS 28
1.3.19.1 General Scope 28
1.3.19.2 Equipment 28
1.3.19.3 Quantity of Personnel and Equipment 29
1.3.20 TDMS REMEDIATION 29
1.3.20.1 General Scope 29
1.3.20.2 Quantity of Personnel and Equipment 29
1.3.21 DEBRIS REMOVAL WORK FOR OTHERS 29
1.3.22 SAFETY 30

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.23 TRAFFIC CONTROL 30
1.3.24 ON-SITE PROJECT MANAGER 30
1.3.25 SUPERINTENDENT SHALL BE SUPPLIED BY THE CONTRACTOR 31
1.3.26 TIERING OF SUBCONTRACTORS 31
1.3.27 RAPID RESPONSE CREW 31
1.3.28 EQUIPMENT 31
1.3.29 WORK HOURS 33
1.3.30 PAYMENT AND PERFORMANCE BOND 33
1.3.31 DAMAGES 33
1.3.32 EXISTING UTILITIES 34
1.3.33 LIQUIDATED DAMAGES 35
1.3.33.1 Delay to pre-stage first push equipment or mobilize - $10,000/day 35
1.3.33.2 Crew or Equipment not mobilized - $1,000/day/crew or equipment 35
1.3.33.3 Unapproved Disposal - $500/load of debris 35
1.3.33.4 Failure to Repair Damage - $500/incident 36
1.3.34 OWNERSHIP OF DEBRIS 36
1.3.35 ENVIRONMENTAL PROTECTION 36
1.3.36 DOCUMENTATION AND MEASUREMENT 38
1.3.37 PAYMENT 39
1.3.38 FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS 41
1.3.39 TIME AND MATERIAL CONTRACTS IF REQUIRED 42
1.3.40 DISTRIBUTION OF WORK 42
1.4 CONTRACT & PROJECT TERMS AND ADJUSTMENTS 43
1.4.1 CONTRACT LENGTH 43
1.4.2 CPI INCREASES 43
1.4.3 CHANGES IN SCOPE OF WORK 43
1.4.4 NOTICE TO PROCEED 45
1.4.5 TIME OF COMPLETION 45
1.4.6 FINAL PROJECT CLOSE OUT 45
1.4.7 TERMINATION FOR CONVENIENCE 45
1.5 PROPOSAL SUBMISSION 45
Title Page: 45
Table of Contents: 46

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Letter of Interest: 46
1.5.1 Proposal Requirements 46
Tab 1 - Qualifications and Experience (20 points): 47
Tab 2 - Ability (20 points): 48
Tab 3 - Project Understanding and Technical Approach (15 points): 50
Tab 4 – Availability of Equipment (20 points): 51
Tab 5 – Project Cost (20 points): 51
Tab 6 – Other Completed Documents: 52
1.5.2 Exceptions to the Solicitation 52
1.5.3 Additional Information 52
1.6 VENDOR REGISTRATION DOCUMENTS 52
1.6.1 Vendor Information Form 53
1.6.2 Form W-9 (Rev. October 2018) 53
1.6.3 Sworn Statement on Public Entity Crimes Form 53
1.6.4 Local Business Tax Receipts 53
1.6.5 Veteran Owned Small Business Preference Certification 53
1.6.6 Equal Benefits Certification Form 54
1.6.7 Vendor Drug-Free Workplace Certification Form 54
1.6.8 Scrutinized Company Certification 54
1.6.9 E-Verify System Certification Statement 54
1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds 54
1.6.11 Minority-Owned Business Enterprise 54
1.6.12 Woman-Owned Business Enterprise 55
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms 55
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION 55
1.7.1 SCORING FOR PROJECT COST CRITERIA 56
1.8 TENTATIVE SCHEDULE OF EVENTS 56
1.8.1 VIRTUAL NON-MANDATORY PRE-BID MEETING 57
1.9 SUBMISSION REQUIREMENTS 58
SECTION 2 - INSURANCE REQUIREMENTS 59
SECTION 3 - GENERAL TERMS & CONDITIONS 65
3.1 EXAMINATION OF CONTRACT DOCUMENTS 65

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

3.2 CONFLICT OF INSTRUCTIONS 65
3.3 ADDENDA or ADDENDUM 65
3.4 INTERPRETATIONS AND QUESTIONS 65
3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES 65
3.6 WARRANTIES FOR USAGE 66
3.7 BRAND NAMES 66
3.8 QUALITY 66
3.9 SAMPLES 66
3.10 DEVELOPMENT COSTS 66
3.11 PRICING 66
3.12 DELIVERY POINT 66
3.13 TAX EXEMPT STATUS 66
3.14 CONTRACT TIME 66
3.15 COPYRIGHT OR PATENT RIGHTS 67
3.16 PUBLIC ENTITY CRIMES 67
3.17 CONFLICT OF INTEREST 67
3.18 FACILITIES 67
3.19 ENVIRONMENTAL REGULATIONS 67
3.20 SIGNATURE REQUIRED 68
3.21 MANUFACTURER'S CERTIFICATION 68
3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL 68
3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS 68
3.24 RESERVATIONS FOR REJECTION AND AWARD 69
3.25 BID PROTEST 69
3.26 INDEMNIFICATION 69
3.27 DEFAULT PROVISION 69
3.28 ACCEPTANCE OF MATERIAL 70
3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT 70
3.30 SCRUTINIZED COMPANIES LIST 70
3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS 71
3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES 72
3.33 CONE OF SILENCE 72
3.34 E-VERIFY 72

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

SECTION 4 - SPECIAL TERMS & CONDITIONS 74
4.1 PROPOSAL SECURITY 74
4.2 PAYMENT AND PERFORMANCE BONDS 74
4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS 74
A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES 75
B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL 75
C. EQUAL EMPLOYMENT OPPORTUNITY 75
D. DAVIS-BACON & RELATED ACTS 75
E. COPELAND ANTI-KICKBACK ACT 76
F. CONTRACT WORK HOURS AND SAFETY STANDARDS 76
G. FEDERAL CLEAN AIR AND WATER ACTS 76
H. SUSPENSION AND DEBARMENT 76
I. ANTI-LOBBYING 77
J. RECYCLED PRODUCTS / RECOVERED MATERIALS 77
K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION 78

ATTACHMENTS

Attachment A: Contact Information Form
Attachment B: Non-Collusive Affidavit
Attachment C: Proposer's Background Information
Attachment D: Sample Insurance Certificate
Attachment E: Specimen Contract – Disaster Debris Management Services
Attachment F: References Form
Attachment G: Temporary Debris Management Sites (TDMS) and Work Zones
Attachment H: Financial Work Sheet
Attachment I: 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Attachment J: Debris Management Proposal Form

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # AD-21-02
Disaster Debris Management Services

Solicitations may be obtained from the City of Pembroke Pines website at http://www.ppines.com/index.aspx?NID=667 and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, April 20, 2021. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from https://www.webex.com/downloads.html/, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s) or Primary Contractor, to provide services to remove, process, and lawfully dispose of disaster generated debris on public property and public rights-of-way in the City of Pembroke Pines, Florida in response to an emergency event such as, but not limited to, hurricanes or other natural or manmade disasters. The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractor(s) must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

It is the intent of the City to award the top ranked contractor, per the evaluation committee's ranking, as the Prime Contractor for Disaster and Debris Management Services for the City of

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Pembroke Pines. To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

The City will also contract with the remaining qualified Contractor(s) to form a pool of contractors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The City currently maintains contract(s) with Consultant(s) to provide that service and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Removal Services. Contractors shall not include proposals that include Debris Monitoring Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

1.3 SCOPE OF WORK

The awarded contractor(s) shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the City. Established management teams must be in place. The Contractor(s) shall have the resources to provide the equipment and personnel necessary for the City of Pembroke Pines to recover from a major disaster.

The contractor(s) shall supply an Operations Manager with a cell phone and 1/2 ton pickup or SUV at no additional cost. The Operations Manager must remain within the City of Pembroke Pines and on call during all hours of operation.

The awarded contractor(s) shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

Contractor(s) shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City's Debris Manager. City's Debris Manager means the

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

City's representative duly authorized by the City Manager to provide direction to the Contractor(s) regarding services provided pursuant to this RFP and resulting contract. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor(s)) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City's Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Work. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved Temporary Debris Management Site / Reduction Site or a City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor(s) by the City's Debris Manager. It shall be the Contractor(s)'s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor(s) was issued the Notice to Proceed, unless otherwise directed by the City's Debris Manager in writing.

The Contractor(s) must handle debris management activities in the City of Pembroke Pines, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor(s) shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding edibility.

Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200, for contracts awarded by non-Federal Entities under Federal Awards in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 as detailed in **Attachment I** to this document and shall apply to all contracts issued pursuant to this Request for Proposal. Contractor(s) shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.

1.3.1 DESCRIPTION OF DESIGNATED AREAS

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

The Designated area for debris removal (the City right-of-way) is bounded by the City's boundary and includes public properties, rights-of-way, City parks, and City debris staging areas within the City limits.

(1) If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor(s) will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor(s) shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.

(2) The City's Debris Manager will authorize and approve which services the Contractor(s) shall provide from the scope of services and which zones/areas must be prioritized.

(3) All debris identified by the City's Debris Manager shall be removed. The number of complete passes the Contractor(s) shall conduct through the City is at the discretion of the City's Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor(s) shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City's Debris Manager in writing.

(4) For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

(5) For subsequent and/or final pass loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

(6) Contractor shall deliver all disaster related debris to a City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

(7) All Final Disposal Sites must be approved, in writing, by the City's Debris Manager. The Contractor(s) will be responsible for the handling, reduction, final haul-out, and disposal of all reduced and unreduced debris. TDMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City's Debris Manager.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(8) Tipping fees should not be included in the prices submitted in the Contractor(s)'s proposal. The City of Pembroke Pines shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s). In the event that the City authorizes the Contractor to utilize another disposal site in which the City does not have a separately established agreement, payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.

(9) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

(10) The City reserves the right to inspect TDMS and FDS, verify quantities, and review operations at any time.

1.3.2 ANNUAL PLAN OF OPERATIONS MEETING

The City shall schedule an annual plan of operations meeting(s) with the Debris Management Contractor(s) and its debris monitoring firm(s). The Primary Debris Management Contractor, Contractor(s) in the Pool of Qualified Debris Management Contractors, and the Disaster Monitoring Consultant(s) shall be required to attend the meeting(s), at no cost to the City, as scheduled by the City's Debris Manager. This Meeting(s) shall be scheduled for a day between April 1st and April 30th annually. Event planning information, discussion of new laws and regulations, and other topics related to Disaster Debris Management shall be included in the annual plan of operations. Primary Contractor shall have their Payment and Performance Bond activated by no later than May 15th of each year. At the City's discretion, contractor(s) in the pool of qualified contractors may also be required to furnish their Payment and Performance Bond by May 15th as well.

1.3.3 EVENT COORDINATION

The Contractor(s) shall contact City of Pembroke Pines Debris Manager at a minimum of seven (7) days prior to a hurricane, or other foreseeable debris generating event that has the State of Florida within any of its predicted paths. Thereafter, the City and Contractor(s) shall remain in daily contact. At the 48 hour mark prior to predicted landfall, the City's Debris Manager will contact the Contractor(s) to advise them of the City's intent to activate the contract and issue a written Notice to Proceed for removal and disposal of disaster debris.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

At that time the City will order the pre-staging of First Push Crews and Equipment at the City provided staging areas.

In case of the occurrence of a debris-generating incident for which there is no advance warning, the City shall contact the contractor immediately thereafter to activate the contract and issue a written Notice to Proceed for removal and disposal of disaster debris.

Within eight (8) hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to report to the City's Debris Manager to begin planning for the mobilization of all other personnel and equipment necessary to perform debris removal and disposal operations. Mobilization by the Contractor(s) for all personnel and equipment necessary shall begin within 24 hours of notification by the City. Within 72 hours of landfall, the Contractor shall be fully established and proceeding with debris removal and disposal operations. The Contractor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Quantities of personnel and equipment (including pre-staged personnel and equipment, along with First Push Crews and Equipment) to be supplied by the Contractor(s) are at the sole discretion of the City. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.4 TEMPORARY DEBRIS MANAGEMENT SITE (TDMS)

The City has identified two Temporary Debris Management Sites (TDMS) if needed for the operation due to the size and/or magnitude of the disaster event, one located east of I-75 and one west of I-75. These TDMS locations are noted in **Attachment G**. Each TDMS shall be for the exclusive use of the City of Pembroke Pines.

The City may also establish designated Residential Convenience Centers (residential drop-off sites). The Contractor(s) will be responsible for removing all disaster related debris from those sites. Contractor(s) shall not collect debris from the Residential Convenience Centers while sites are open to the public and / or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Contractor(s) may be required to push material to make room for additional debris.

Each TDMS will be activated on an "as needed" basis as determined by the City's Debris Manager based on the severity of the disaster. The City shall have each TDMS ready to open and receive debris within 48 hours of deeming them necessary. The City's Debris Manager will provide access and authorization to Contractor(s) to operate on the designated TDMS's, including all information in the City's Debris Manager's possession regarding the sites that is necessary for successful operation. In the event that no City TDMS is opened, Contractor(s) shall transport debris directly to a City approved FDS

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

disposal facility. Contractor(s) and the City will annually review these and any alternate sites each year of this contract.

Per Section 1.3.35 of this document, entitled **"ENVIRONMENTAL PROTECTION",** Contractor(s) is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Contractor(s) is responsible for all costs associated with the clean-up of hazardous materials. Clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

Contractor(s) shall be responsible for transporting and disposing of all materials received and processed at the TDMS sites in accordance with all applicable Federal, State and local laws and regulations.

City and Contractor(s) responsibilities for each TDMS are defined in Section **1.3.18 TDMS MANAGEMENT, OPERATIONS, AND DEBRIS REDUCTION.**

1.3.5 FINAL DISPOSAL SITES (FDS)

The Contractor(s) is responsible for providing final disposal of all debris generated and collected within the City in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations, to a City approved FDS. Prior to the award of this agreement, and annually thereafter, the Contractor(s) shall provide a list of Final Disposal Sites for the City to consider for approval to be used for debris disposal. The name and address of each disposal facility, along with the name and the telephone number of the responsible party for each facility, will be included on the list.

Contractor(s) shall be responsible for locating FDSs that are in the best interest of the City and present such sites to the City for consideration. If requested by the City's Debris Manager, Contractor shall obtain, on behalf of the City, and shall provide the City with a written contract for each disposal site. The City shall direct waste flow and approve all disposal sites prior to use. Contractor(s) shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included in the prices submitted in the Contractor(s)'s proposal. The City of Pembroke Pines shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s).

1.3.5.1 Predetermined FDS Becomes Unavailable

In the event that the predetermined FDS becomes unavailable and the City authorizes the Contractor(s) to utilize another FDS for which the City does not have a previously established agreement, payment for disposal costs such as tipping fees incurred by the Contractor(s) will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor(s) must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Contractor(s) will also be required to provide proof of Contractor(s) payment to the City approved FDS.

1.3.6 EMERGENCY ROAD CLEARANCE

1.3.6.1 General Scope

Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City's Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor(s)'s seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City's Debris Manager. The Contractor(s) shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

1.3.6.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.7 REMOVAL OF VEGETATIVE DEBRIS

1.3.7.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

(1) Collection of debris shall commence immediately after roadway clearing has been completed.
(2) For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

(3) Removal of eligible vegetative debris existing in the City will be performed as identified by the City's Debris Manager.

(4) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved TDMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

(5) All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

(6) Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.

(7) The Contractor(s) must provide traffic control as conditions require or as directed by the City's Debris Manager.

1.3.7.2 Equipment

Hauling equipment shall be equal to or larger than the following:

(1) Self-loading grapple truck with a minimum capacity of 25 cubic yards.

(2) 3/4 ton or larger truck with a minimum capacity of 25 cubic yards. Must be accompanied by a loader with grapple attachment and operator capable of loading all debris.

1.3.7.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.8 REMOVAL OF C&D DEBRIS

1.3.8.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the City ROW to a City approved TDMS or

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

(1) Collection of debris shall commence immediately after roadway clearing has been completed.
(2) For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
(3) Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City's Debris Manager.
(4) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
(5) All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
(6) Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
(7) The Contractor(s) must provide certified MOT method of traffic control as conditions require or directed by the City's Debris Manager.
(8) C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

1.3.8.2 Equipment

Hauling equipment shall be equal to or larger than the following:

(1) Self-loading grapple truck with a minimum capacity of 25 cubic yards.
(2) 3/4 ton or larger truck with a minimum capacity of 25 cubic yards. Must be accompanied by a loader with grapple attachment and operator capable of loading all debris.

1.3.8.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.9 REMOVAL OF HAZARDOUS LEANING TREES AND HANGING LIMBS

1.3.9.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 ½) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services under the terms, conditions and procedure described in **"Removal of Vegetative Debris"**. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for **"Removal of Vegetative Debris"**. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor(s) must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed. Removal of hazardous trees and hanging limbs shall commence no later than two (2) weeks after the completion of the first push.

1.3.9.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.9.3 Eligible Hazardous Trees

Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City's Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor(s), in writing, by the City's Debris Manager. In order for leaning or hazardous trees to be removed and eligible for

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

reimbursement, the tree must satisfy a minimum of one of the following requirements:

(1) The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
(2) Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
(3) The tree has a split trunk that exposes heartwood.

1.3.9.4 Eligible Hazardous Hanging Limbs

Trees containing eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City's Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor(s), in writing, by the City's Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

(1) The limb is greater than two (2) inches in diameter.
(2) The limb is still hanging in a tree and threatening a public-use area.
(3) The limb is located on improved public property.

1.3.10 REMOVAL OF HAZARDOUS STUMPS

1.3.10.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, existing on the City ROW, parks, and facilities. The Contractor(s) shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW, parks and facilities will be transported to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with **"Removal of Vegetative Debris"**. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table **(See Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and**

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Removal Eligibility, dated May 2007, or any subsequent edition) and removed under the terms and conditions **"Removal of Vegetative Debris"**.

1.3.10.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.10.3 Eligible Hazardous Stumps

Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW, parks, facilities, or private property will be performed as identified by the City's Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor(s), in writing, by the City's Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

(1) Fifty percent (50%) or more of the root ball is exposed.
(2) The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

1.3.10.4 Tree Stumps that are Considered Normal Vegetative Debris

Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of **"Removal of Vegetative Debris"**. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of **"Removal of Vegetative Debris"**. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table **(See Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition).**

1.3.10.5 Stump Collection and Documentation

Stumps shall only be collected after the monitoring firm(s) and the Contractor(s) document and perform the following:

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(1) **Location.** Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.

(2) **Size.** Measure and record the diameter of the stump to be removed at the appropriate location.

(3) **Marking.** Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

(4) **Stump Worksheet.** Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information:

(a) Names and signatures of parties present
(b) Physical location (street address, road cross streets, etc.)
(c) Stump number
(d) Size of stump
(e) Date

1.3.10.6 All Inclusive Pricing

The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

1.3.11 REMOVAL OF DEBRIS FROM CANALS/WATERWAYS

1.3.11.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in City maintained canals and waterways to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

Removal of trees, vegetative, and non-vegetative debris deposited into drainage easements and natural and man-made canals and waterways that inhibit the natural flow of water and threatens flooding of improved property is a unique process requiring unique equipment. As such, this process requires unique documentation and costing.

All debris removal from canals and waterways will be at the approval and authorization of the City prior to removal.

All debris removal shall be done from the waterway, unless otherwise approved by the City.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

If entry onto a private property is required to access and remove debris from City Parks and Facilities, Contractor(s) may only proceed with prior approval from the City's Debris Manager. The City will provide specific Right-of-Entry (ROE) legal and operational procedures. Any necessary repairs to public and/or private property shall be subject to the terms in **Section 1.3.31 of this document, entitled "DAMAGES."**

1.3.11.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.12 REMOVAL OF DEBRIS FROM CITY PARKS AND FACILITIES

1.3.12.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from City Parks and Facilities will be at the approval and authorization of the City prior to removal.

If entry onto a private property is required to access and remove debris from City Parks and Facilities, Contractor may only proceed with prior approval from the City Debris Manager. The City will provide specific Right-of-Entry (ROE) legal and operational procedures. Any necessary repairs to public and/or private property shall be subject to the terms in **Section 1.3.31 of this document, entitled "DAMAGES."**

1.3.12.1 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.13 REMOVAL OF WHITE GOODS

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved TDMS, decontamination, and transportation to a City approved final disposal site.

White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, but are accepted for recycling.

The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

1.3.14 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Contractors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's Hazardous Materials Removal and Disposal Contract. The Contractors(s) shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

The Contractors(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the TDMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractors(s) shall provide a suitable area at each TDMS to accommodate all hazardous materials inadvertently brought to the site.

The Contractor(s) shall not collect household hazardous waste (HHW) from the ROW unless requested by the City. Such request by the City shall be made in writing. If requested by the City, the Contractor(s) shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.15 REMOVAL OF E-WASTE

The Contractor(s) shall not collect E-waste from the ROW unless requested by the City. Such request by the City shall be made in writing. If requested by the City, the Contractor(s) shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines.

1.3.16 REMOVAL OF ABANDONED VEHICLE

The City has a contract with another contractor for this service. The Contractor(s) shall not collect vehicles from the ROW unless requested by the City. Such request by the City shall be made in writing.

1.3.17 REMOVAL OF DEAD ANIMAL CARCASSES

1.3.17.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. Contractor(s) shall coordinate activities with the Broward County Animal Services Division and the Broward County Health Department.

1.3.17.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.18 TDMS MANAGEMENT, OPERATIONS, AND DEBRIS REDUCTION

1.3.18.1 Management of City Owned TDMS

Management of each City owned TDMS will be performed by the Contactor(s) in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP). The Contractor(s)'s Operations Manager will assign a Foreman to the each TDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of **Section 1.3.20 of this document entitled "TDMS REMEDIATION"**.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.18.2 Additional TDMS

In the event of a catastrophic disaster, the Contractor(s) shall be prepared to provide additional TDMS(s), as approved by the City. The name and address of each disposal facility to be used, along with the name and the telephone number of the responsible party for each facility, will be required prior to the City's approval and the commencement of work.

1.3.18.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.18.4 City TDMS Responsibilities

(1) The City shall obtain all necessary local, state and federal permits or approvals for operating the City owned TDMS's.
(2) The City shall prepare all approach and interior roads for all weather conditions prior to debris hauling.
(3) The City shall be responsible for fencing and gates to secure each TDMS.
(4) City shall provide after-hours TDMS security personnel, if needed.
(5) City shall provide TDMS utilities such as, but not limited to, water, lighting, and portable toilets.
(6) City shall provide Contractor(s) with TDMS traffic control devices such as traffic cones, barricades.
(7) City shall provide all towers or lifts from which the City or its authorized representative can make volumetric load calls.
(8) City shall provide shelter and break area for TDMS workers.

1.3.18.5 Contractor TDMS Management and Operations Responsibilities

(1) Contractor(s) is responsible for operating each TDMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines in regards to debris management, hauling, and reduction operations.
(2) Contractor shall provide a site foreman who shall manage all daily operations that occur within the site.
(3) Contractor shall ensure that every load entering or leaving the TDMS sites is inspected by the City's Debris Monitor and that proper documentation is

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

completed, including a load ticket, to verify and document the contents and cubic yards.

(4) Contractor(s) will only permit Contractor(s) vehicles and others specifically authorized by the City or its authorized representative on site.

(5) Contractor(s) shall provide all personnel and equipment necessary to manage debris and maintain the site.

(6) Contractor(s) shall clearly segregate and manage all debris independently by point of origin (ROW/public property collection, private property debris removal, etc.), and debris type (C&D, vegetative debris, white goods, and other scope of service items).

(7) Contractor(s) shall keep all un-reduced disaster debris staged separately from reduced debris.

(8) Contractor(s) shall maintain the TDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

(9) Contractor(s) shall provide any necessary TDMS airborne dust control and erosion control such as, but not limited to, an operational water truck, silt fencing, and other best management practices.

(10) Contractor(s) shall provide any necessary storm water management.

(11) Contractor(s) is responsible to provide TDMS fire protection such as, but not limited to, an operational water truck that is sufficient and equipped for fire protection, and fire breaks.

(12) Contractor(s) shall provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. HHW/contaminant material segregated and stored in lined containers at the TDMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.

(13) Upon closeout of operations, the Contractor(s) shall provide that all debris, mulch, and other residual material has been removed adequately so that remediation efforts may commence.

(14) Upon closeout of operations, Contractor(s) shall provide third party soil and groundwater samples for FDEP approval.

(15) Per **Section 1.3.35 of this document, entitled "ENVIRONMENTAL PROTECTION"**, Contractor(s) is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Contractor(s) is responsible for all costs associated with the clean-up of hazardous materials. Clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

1.3.18.6 Contractor Debris Reduction Responsibilities

(1) Contractor(s) is responsible for providing and operating in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines in regards to debris reduction operations.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(2) Contractor(s) shall commence reduction operations at each TDMS no later when the site has reached 25% capacity. Contractor(s) shall process Vegetative Debris and Mixed Debris delivered to TDMS sites on a daily basis thereafter.
(3) Contractor(s) shall reduce all vegetative debris through grinding at a ratio of 4:1.
(4) Contractor(s) shall reduce all C&D debris through compaction.
(5) Burning or incineration of any debris is strictly prohibited.
(6) Contractor(s) shall provide all necessary personnel and equipment needed to load grinders and compactors, and manage reduced debris piles.
(7) Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws.

1.3.19 HAUL-OUT OF REDUCED DEBRIS TO CITY APPROVED FDS

1.3.19.1 General Scope

Work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material such compacted C&D or mulch existing at a City approved TDMS to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

(1) The Contractor(s) shall not use any disposal facility without the written consent of the City's Debris Manager.
(2) In the event that a predetermined FDS becomes unavailable, at the request of the City's Debris Manager, the Contractor(s) may be required to initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor(s) and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.
(3) The Contractor(s) shall provide a sufficient number of debris site towers and/or certified scales at the FDS, meeting City specifications to provide for the efficient delivery of waste streams without excessive waiting times. The City shall make the sole determination of excessive wait times. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.
(4) At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
(5) The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

1.3.19.2 Equipment

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Reduced debris haul-out equipment must have a 50 cubic yard or larger capacity.

1.3.19.3 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.20 TDMS REMEDIATION

1.3.20.1 General Scope

Upon completion of haul-out activities, the Contractor(s) will be responsible for remediating the physical features of the site to its pre-use or better than condition within 30 calendar days of receiving the last load of disaster-related debris. Remediation shall include, but not be limited to, removal of all equipment and remnants from the processing operation, grading the site to historical conditions, seeding and mulching of exposed areas, and repairing to irrigation, fences, and roads. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

Site remediation does not include restoring permanent structures that may have been demolished at the City's direction for TDMS operations.

Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

1.3.20.2 Quantity of Personnel and Equipment

Quantities of personnel and equipment to be supplied by the Contractor(s) for this task are at the sole discretion of the City's Debris Manager. At the discretion of the City's Debris Manager, failure to provide said crews, personnel, and/or equipment as ordered by the City's Debris Manager may result in the contractor(s) being deemed unresponsive and liquidated damages being applied, and may result in the City making demand upon the Contractor(s)'s bond as well as activating other Debris Management Contracts.

1.3.21 DEBRIS REMOVAL WORK FOR OTHERS

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

The Contractor(s), nor any Subcontractors working under the Contractor(s), shall not solicit work from private citizens, businesses, or others for work to be performed within the City of Pembroke Pines during the term of this agreement. The City reserves the right to require the Contractor(s) to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

1.3.22 SAFETY

The Contractor(s) shall be solely responsible for maintaining a safe work environment at all work sites including TDMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

1.3.23 TRAFFIC CONTROL

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City's Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor(s) for traffic control is an overhead expense contemplated as part of the Contractor(s)'s compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of **"Roadway and Traffic Design Standards"** for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) **"Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways."** These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Contractor(s)'s compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor(s)'s employees throughout the work area.

1.3.24 ON-SITE PROJECT MANAGER

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City's Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City's Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City's Debris Manager. Project Manager must remain within the City of Pembroke Pines during all hours of operations.

1.3.25 SUPERINTENDENT SHALL BE SUPPLIED BY THE CONTRACTOR

The Contractor(s) shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the City.

1.3.26 TIERING OF SUBCONTRACTORS

The practice of multiple tier contracting is frowned upon. The Prime Contractor shall not allow their first tier subcontractor(s) to hire a second-tier contractor(s), and so forth. All subcontractors must work directly for and have contracts directly with the Prime Contractor. Copies of contracts between the Contractor and subcontractors must be provided to the City's Debris Manger immediately upon request.

Example of Tier Contracting: A Customer hires a Prime Contractor for a project. The prime contractor hires a first-tier contractor(s) to perform work on the Customer's project. The first-tier contractor(s) hires a second-tier contractor(s) to perform work on the Customer's project. The second-tier contractor works for the first-tier contractor, which is prohibited for the purposes of this contract.

1.3.27 RAPID RESPONSE CREW

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City's Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

1.3.28 EQUIPMENT

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(1) All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

(2) Sideboards or other extensions to the bed are allowable provided they meet all applicable FDOT and FEMA rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s). The City or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

(3) Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved TDMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the contractor to "tarp" or cover debris when hauling.

(4) Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

(5) Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City's Debris Manager.

(6) Hand loaded vehicles are prohibited following the event, unless pre-authorized in writing by the City's Debris Manager.

(7) Contractor(s) is fully responsible for repairs and maintenance to all Contractor(s) provided equipment. Contractor(s) must provide equipment support during all hours of operations (at no extra cost to the City) so that downed equipment can be repaired quickly and put back in service as quickly as possible. Equipment support is defined as no less than one experienced heavy equipment and truck mechanic with cell phone & ¾ or 1 ton utility truck with all related tools and supplies in support of crews and equipment. Equipment support must remain in the City of Pembroke Pines during all hours of operations.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.29 WORK HOURS

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 96.01 "Pembroke Pines Noise Abatement Chapter" of the City's Code of Ordinances. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor(s) must be capable of conducting volumetric reduction operations at TDMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the City's Debris Manager:

(1) New Year's Day
(2) Martin Luther King Jr. Day
(3) President's Day
(4) Memorial Day
(5) Juneteenth Independence Day
(6) Independence Day
(7) Labor Day
(8) Veteran's Day
(9) Thanksgiving Day
(10) Day after Thanksgiving
(11) Christmas Eve
(12) Christmas Day

1.3.30 PAYMENT AND PERFORMANCE BOND

The Primary Contractor must have a $10,000,000 or higher bond capacity. Contractor(s) in the pool of qualified contractors may have a lesser bonding capacity. Proof of bonding capability must be provided with the bid. The Primary Contractor shall provide the City with a $500,000 Payment and Performance Bond no later than May 15th of each year. The bond shall remain in effect through December 15th of that same year, or event debris removal and disposal operations have reached total completion (whichever comes last). If the contract is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the Contractor(s). If the contract is not enacted for a hurricane or other debris generating event during this time, the City shall reimburse the contractor(s) for the actual cost of the bond (without markup). At the City's discretion, contractor(s) in the pool of qualified contractors may also be required to furnish their Payment and Performance Bond by May 15th as well.

1.3.31 DAMAGES

All damages, public and/or private, as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Contractor(s), at their expense,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

in a manner prescribed by and at the sole satisfaction of the City's Debris Manager. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor(s), shall be the responsibility of the Contractor(s). Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor(s)'s invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).

The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor(s)'s equipment or personnel at no additional cost to the City. If the Contractor(s) does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor(s) to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor(s). The Contractor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City's Debris Manager outlining actions taken to correct the complaint. The Contractor(s) shall notify the City immediately of any complaints given directly to the Contractor(s).

Upon written notice from the Contractor(s) that the damage correction work is complete, the City will make a final inspection with the Contractor(s) and will notify the Contractor(s) in writing of any deficiencies in the project. The Contractor(s) will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty ($80.00) dollar fee to the Contractor(s). The eighty ($80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Contractor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor(s) may petition the City in writing for a partial retainage release.

1.3.32 EXISTING UTILITIES

Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor(s)'s responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

The Contractor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor(s), as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor(s).

1.3.33 LIQUIDATED DAMAGES

Should the Contractor(s) fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. However, the amounts specified below are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor(s) to complete requirements set forth in the scope of work. Therefore, in addition to forfeiture of the performance bond, the Contractor(s) shall pay the City the following liquidated damages, at the discretion of the City's Debris Manager:

1.3.33.1 Delay to pre-stage first push equipment or mobilize - $10,000/day

The Contractor(s) shall pay the City, as liquidated damages, $10,000.00 per calendar day of delay to pre-stage first push equipment or mobilize in the City with the resources required to begin debris removal operations as directed by the City's Debris Manager.

1.3.33.2 Crew or Equipment not mobilized - $1,000/day/crew or equipment

The Contractor(s) shall pay the City, as liquidated damages, $1,000.00 per calendar day per for the following crews or equipment not mobilized in the City as directed by the City's Debris Manager.

(1) First push crew (up to a maximum of 10 crews),
(2) Debris removal truck (up to a maximum of 50 trucks), and/or
(3) Cut crew (up to a maximum of 10 crews)

1.3.33.3 Unapproved Disposal - $500/load of debris

The Contractor(s) shall pay the City, as liquidated damages, $500.00 per load of disaster debris collected in the City that is not disposed of at a City approved TDMS or FDS.

(1) Contractor(s) will be liable for any associated fines levied by a third party associated with hauling and depositing material to an unauthorized location.
(2) Application of liquidated damages does not release the Contractor(s) of all liability associated with hauling and depositing material to an unauthorized location.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.33.4 Failure to Repair Damage - $500/incident

The Contractor(s) shall pay the City, as liquidated damages, $500.00 per incident where the Contractor(s) fails to repair damages that are caused by the Contractor(s) or subcontractor(s) within 30 days of occurrence. Application of liquidated damages does not release the Contractor(s) from the responsibility of resolving or repairing damages.

1.3.34 OWNERSHIP OF DEBRIS

All debris residing in the City ROW shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of- way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor(s) shall receive a copy of this letter and together with the Monitoring Consultant and City; a final disposal plan will be established.

1.3.35 ENVIRONMENTAL PROTECTION

(1) Any and all fluids or chemicals as well as work-related materials such as oil absorbents, etc. used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

(2) Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at TDMS(s). Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.)

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

may be conducted at the TDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

(3) The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City's Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City's Debris Manager regarding the use of a water truck or other approved dust abatement measures.

(4) The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

(5) The Contractor(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(6) The Contractor(s) must notify the City immediately regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

(7) The Contractor(s) shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations at the sole expense of the contractor.

(8) Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City's Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

(a) Description of the material spilled (including any identity, quantity, etc.)
(b) Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
(c) Exact time and location of spill, including description of the area involved.
(d) Receiving waters (including, but not limited to canals and drainage areas)
(e) Cause of incident and equipment and personnel involved.
(f) Injuries or property damage.
(g) Duration of discharge.
(h) Containment procedure implemented.
(i) Summary of all communications the Contractor(s) has had with press or other officials.
(j) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.3.36 DOCUMENTATION AND MEASUREMENT

(1) Contractor(s) is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

(2) All trucks used for collection and hauling of eligible debris from the City ROW City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor(s) shall provide a representative to attest to the certification/measuring process. It is the Contractor(s)'s responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City's Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.

(3) The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.

(4) Load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor's signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

(5) The City may utilize written or digital load tickets. In the event that written load tickets are utilized, the City anticipates that:

   (a) Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

   (b) Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or illegible load or unit rate tickets submitted for payment.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(c) Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the TDMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the TDMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor(s).

(d) Loads of processed (e.g., chipped) debris being hauled from a TDMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the TDMS. Another City authorized representative will validate and sign the ticket at the City approved Final Disposal Site.

(e) The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

(6) The format and details of the load tickets are subject to change and shall be provided by the City or Debris Monitoring Consultant. In any event, the Contractor shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.

(7) Scope of service items that have rates based on one-way haul mileage shall have such mileage based on “as the crow flies” distance. The radius distance from each TDMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

(a) Vegetative Debris Removal
(b) C&D Debris Removal
(c) Canal Debris Removal
(d) Haul-out of Reduced Debris to a City Approved Final Disposal Site

1.3.37 PAYMENT

(1) The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor(s) as backup data for invoice submittals. Work not ticketed or

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

(2) The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).

(3) Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise direct by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

(4) A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.

(5) No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

(6) The City of Pembroke Pines will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

(7) The Contractor(s) is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor(s) shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.

(8) Payment for disposal cost incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor(s). At the discretion of the City, the City will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the City. If applicable, the Contractor(s) shall submit a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor(s) submits applicable disposal site permits or site information for each authorized Final Disposal Site.

(9) Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City's Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

(10) In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.

(11) All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.

(12) Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

1.3.38 FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

(1) The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor(s) regarding the following:

(a) FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
(b) Buy America Requirements
(c) 49 CFR Part 26, Disadvantage Business Enterprise Program

(2) American with Disabilities Act of 1990 (ADA)

(3) Convict Labor Prohibition

(4) All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

(a) Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
(b) All disaster invoices shall include the location where delivered or where used, if appropriate.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(5) All contractor(s)'s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

(a) Time cards.
(b) Daily work reports for every employee, by each separate FEMA category of work
(c) Daily equipment use, by each separate FEMA category of work.
(d) List of all supplies and materials used, by each separate FEMA category of work.
(e) Includes both prime and sub-contractors.

(6) All work must be properly grouped according to FEMA damage categories as specified in the contract.

(7) FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

1.3.39 TIME AND MATERIAL CONTRACTS IF REQUIRED

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

(1) Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor(s)'s risk.

(2) All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor(s) exceeds at their own risk.

(3) All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.

(4) All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

1.3.40 DISTRIBUTION OF WORK

The City's intention is to hire one Primary Contractor to perform all of the Disaster and Debris Management Services as described in the scope of work. However, in the event that the chosen Primary is unable to perform these services as ordered by the City's Debris Manager, the City reserves the right to activate more than one contractor to provide all or

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

part of the Disaster and Debris Management Services. Activation of additional contracts shall be in order of the Evaluation Committee rankings.

Please see Section 1.2 for additional information regarding this process.

1.4 CONTRACT & PROJECT TERMS AND ADJUSTMENTS

1.4.1 CONTRACT LENGTH

The City of Pembroke Pines intends to establish a five (5) year agreement, with no renewal terms.

The initial term of the contract resulting from this Solicitation shall remain in effect for approximately a period of five (5) years, ending on December 31st after the 5th year. For instance:

Execution Date	Last Date of the initial Term	Approximate Term
Jun. 1, 2021	December 31, 2026	5 Years & 7 Months
Aug. 1, 2021	December 31, 2026	5 Years & 5 Months
Oct. 1, 2021	December 31, 2026	5 Years & 3 Months
Dec. 1, 2021	December 31, 2026	5 Years & 1 Month
Jan. 1, 2022	December 31, 2026	5 Years
Feb. 1, 2022	December 31, 2027	5 Years & 11 Months

1.4.2 CPI INCREASES

In addition, the rates offered by the Proposer in their proposal shall remain firm for an initial period of approximately one year. After the initial first year of the contract, on the following January 1st, and annually thereafter, the rates shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the annual change for the month of April or 2%, whichever is less but not less than zero. For instance:

Execution Date	Date of CPI Adjustment	Prices Held Firm For	CPI Change Applied
Jun. 1, 2021	Jan. 1, 2023	1 Years & 7 Months	Apr 2021 to Apr 2022
Aug. 1, 2021	Jan. 1, 2023	1 Years & 5 Months	Apr 2021 to Apr 2022
Oct. 1, 2021	Jan. 1, 2023	1 Years & 3 Months	Apr 2021 to Apr 2022
Dec. 1, 2021	Jan. 1, 2023	1 Years & 1 Months	Apr 2021 to Apr 2022
Jan. 1, 2022	Jan. 1, 2023	1 Year	Apr 2021 to Apr 2022
Feb. 1, 2022	Jan. 1, 2024	1 Years & 11 Months	Apr 2022 to Apr 2023

1.4.3 CHANGES IN SCOPE OF WORK

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be annually agreed upon and incorporated by written amendment to the agreement.

(1) The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.

(2) All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.

(3) No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.

(4) The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

(5) The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Services Director, the City Manager, and the Contractor.

(6) If the City and the Contractor(s) are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

(7) The Contractor(s) shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

(8) If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor(s)'s responsibility and the amount of each applicable bond shall be adjusted accordingly.

(9) Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

(10) The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(a) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
(b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor(s) shall be required to perform a cost analysis as required in the previous paragraph.

1.4.4 NOTICE TO PROCEED

The City shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

1.4.5 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the City Manager or his designee, and the project shall be completed in accordance with the project schedule. Substantial and total completion shall be called at the discretion of the City.

1.4.6 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

1.4.7 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the contract with the Contractor(s) at any time and for any reason.

1.5 PROPOSAL SUBMISSION

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

Title Page:

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

List the following:

Subject: **RFP # AD-21-02 "Disaster Debris Management Services"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
   i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
   a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
   b. Summary of abilities and experience of the firms' professional personnel
   c. Summary of past performance of the firm on similar projects
   d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
   e. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The requirements set forth below are the minimum requirements for proposers that are seeking the role of the Primary Contractor, however contractors that are seeking a position in the pool of qualified contractors shall not be required to meet the minimum requirements. For example, the Primary Contractor should have a minimum of 7 years of relevant experience however, Contractors in the pool of qualified contractors can have less than 7 years of experience.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Tab 1 - Qualifications and Experience (20 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work out-lined herein. Please clearly address all of the items shown below in this section:

1. Confirm that the Proposer has current and relevant past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience in regards to the attached scope of work, service area, and amount of debris collected. **Attachment F: References Form**
2. Details of References should include the following:
    a. Name and location of the project
    b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
    c. Nature of the firm's responsibility on the project
    d. Project owner's representative name, address, phone number, and e-mail address
    e. Project duration and the date the project was completed or is anticipated to be completed.
    f. Size of project including number of residents
    g. Cost of project
    h. Work for which staff was responsible
    i. Contract Type
    j. The results/deliverables of the project
3. Demonstration that the Proposer, or the principals assigned to the project, successfully completed services similar to those specified in the scope of services to at least three (3) government entities with a population of at least 150,000 as the Primary Contractor. For each reference, include the full name, title, telephone number, fax number and valid email address of a representative for whom the engagement was taken who can verify satisfactory performance.
4. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed. Proposer should note whether it was part of a joint venture and, if so, whether it was the Primary or Secondary Contractor.
5. Identify the debris monitoring firm(s) that you have worked with in the past five (5) years.
    a. Please supply contact names, title, telephone number, fax number and email address from these firms that will be able to verify the quality and accuracy of the documents that they have reviewed from your firm.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

6. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding two million dollars ($2,000,000) per event.
7. Describe the firm's previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
8. Demonstrate that the firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.
    a. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.
    b. Attach copies of any licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation.
9. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
    a. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

Tab 2 - Ability (20 points):

Please clearly address all of the items shown below in this section:

1. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.
2. The character, integrity, reputation, judgment, experience of proposer.
3.
4. **Organizational Chart:** Include organizational chart with names of all persons or entities serving or intending to serve as principals in the Contractors firm. Identify each principal of the firm and any other "key personnel", such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided.
5. **Personnel:** A list of personnel assigned to the City in the event of contract activation. The list shall include, but is not limited to:
    a. Contact persons, including telephone numbers and email addresses
    b. Project Manager
    c. Operations Manager
    d. Other key personnel assigned to the project/this Agreement
    e. Identify Personnel Ability and Experience: Provide a list of personnel assigned to the City in the event of contract activation. Brief resumes of these individuals are requested and highly encouraged stating their credentials, education, experience, certifications, and all pertinent information to demonstrate

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

capabilities. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

6. **Internal vs. Brokered Services:** Please identify the amount of services that the proposer will provide directly and the amount that will be provided through their subcontractors. In addition, please identify the location of the proposer and their sub-contractors, along with the ability of the proposer and their sub-contractors to respond to the City, in the event of an emergency, from their location. Furthermore, please identify the subcontractors' abilities and qualifications as related to the contract's specific requirements and their ability to accomplish the work specified herein.
7. **Financial Stability:**
    a. Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Each Contractor shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to the City about the financial qualifications, fitness, and stability of the Contractor.
    b. **Attachment H: Financial Work Sheet**
    c. This section shall also include a letter from the Contractor's surety company providing proof of bonding capability of up to $10,000,000, annually. This letter shall be valid for one year from the anniversary date of the start of the agreement, and shall be resubmitted for validity to the City every year thereafter throughout the initial contract term, and for each year of any subsequent contract renewal option.
8. **Workload:** The Current and projected workload of the proposer; to include current contracts with other government entities. List contract(s) of similar scope currently in effect within the State of Florida. Contract list should include: the Name of the Municipality/County, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.
    a. Provide reasonable assurance that such obligations will not preclude Contractor from meeting its obligations under this contract.
    b. Plan for managing multiple Florida-based debris management contracts.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

c. Proposer must have provided services as a primary disaster debris management contractor similar to those required in this RFP to at least one (1) jurisdiction of at least 75,000 people.
d. Identify what contractual commitments the proposer and proposer's key subcontractors have in the Broward, Miami-Dade and Palm Beach County area.

Tab 3 - Project Understanding and Technical Approach (15 points):

Please clearly address all of the items shown below in this section:

1. Provide a concise description of the approach and process the Contractor will employ to successfully complete the work to be performed to include mobilization, operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the Contractor to support the needs and objective of the City. The technical approach should also outline the following:

    a. Ability to manage activation of multiple contracts
    b. Methods for mobilization/demobilization
    c. Operational plans and work procedures
    d. Documenting and resolving damages
    e. Invoicing and data management

2. Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Contractor will approach the project and the methodology to be used to perform the services described in the Scope of Services.

3. Completed Disclosure of Sub-Contractors: Include a Sub-Contracting plan that identifies items such as a description of percentage of work to be subcontracted.

4. Typical Debris Management Site (TDMS) Safety Plan and Operational Plan: Provide a description of the firm's typical TDMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the City and are subject to City approval. The City also reserves the right to request changes to the Contractor(s) site safety plan or operational plan.

5. Describe Contractor's ability to avoid and/or mitigate unforeseen problems such as equipment failure and staffing shortages. This includes, but is not limited to ongoing maintenance programs, availability of parts and personnel for field repairs, resources for backup personnel and equipment, and other programs and approaches that would allow the Contractor to meet the City's needs and objectives in adverse conditions.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Tab 4 – Availability of Equipment (20 points):

Proposers shall address their schedule and availability.

1. Please identify the Proposer's location and proximity in relation to the City of Pembroke Pines.
2. Please identify the Proposer's subcontractor's location and proximity in relation to the City of Pembroke Pines.
3. Please address the Proposer & their subcontractors' schedule and response time to the City of Pembroke Pines.
4. Identify Proposer's current inventory of heavy equipment, vehicles and other related equipment and their current conditions that would be dedicated and utilized for the City's objective.
    a. A full list shall include descriptions, sizes and age of the equipment. Please note:
        1. Vegetative and C&D hauling equipment shall be equal to or larger than the following:
            a. Self-loading grapple truck with a 25 cubic yard or larger capacity.
            b. 3/4 ton or larger truck with a minimum capacity of 25 cubic yards. Must be accompanied by a loader with grapple attachment and operator capable of loading all debris.
        2. Reduced debris haul-out equipment must have a 50 cubic yard or larger capacity.
    b. In addition, please identify the equipment that will be provided directly from the proposer and the equipment that will be provided by sub-contractors
    c. Provide the location that this equipment will be normally stored prior to an emergency declaration. For example, will the equipment be stored within the City, County, State, Other States, etc.
5. Please identify why your equipment and your subcontractor's equipment, location, proximity and response time would best serve the City of Pembroke Pines.

Tab 5 – Project Cost (20 points):

1. **Attachment J: Debris Management Proposal Form**
    a. To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

b. The City will also contract with the remaining qualified Contractors to form a pool of vendors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

Tab 6 – Other Completed Documents:

1. Attachment A: Contact Information Form
   a. Attached is contact information form **(Attachment A)** where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
   b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
   c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
2. Attachment B: Non-Collusive Affidavit
3. Attachment C: Proposer's Background Information

1.5.2 Exceptions to the Solicitation

Please indicate any exceptions that that Proposer has to the terms of this solicitation, however please note that any exceptions may eliminate the proposer from consideration.

1.5.3 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to purchasing@ppines.com to help facilitate the implementation process.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be found at https://www.ppines.com/784/Vendor-Registration and can be completed prior to the bidding process and do not need to be attached to your submittal.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Business Tax Receipts

1.6.5 Veteran Owned Small Business Preference Certification

a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.6.6 Equal Benefits Certification Form

1.6.7 Vendor Drug-Free Workplace Certification Form

1.6.8 Scrutinized Company Certification

1.6.9 E-Verify System Certification Statement

a. Effective January 1, 2021, pursuant to Section 448.095. Florida Statues, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").

b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

a. **Lobbying:**

i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying.**

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

b. **Debarment, Suspension and Other Responsibility Matters:**

i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

1.6.11 Minority-Owned Business Enterprise

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

1.6.12 Woman-Owned Business Enterprise

1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Qualifications and Experience	20 points
Ability	20 points
Project Understanding and Technical Approach	15 points
Availability of Equipment	20 points
Project Cost	20 points
Veteran Owned Small Business Preference*	2.5 points
Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms*	2.5 points
Total Points	**100 points**

**Please note that the Veteran Owned Small Business (VOSB) Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

In addition, firms that qualify as a Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms shall also receive a preference of two and a half (2.5) points.

All other vendors shall receive zero (0) points for these criteria.

C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. The city's intention is to award to one Primary Contractor to perform all of the Disaster Debris Removal and Disposal services as described in the scope of work. The remaining Contractors will be offered Contracts that the City may call upon in such case that the Primary fails to perform to ensure that the City has coverage during a disaster. Remaining Contractors shall be called upon in order of the Evaluation Committee rankings and may be activated for the whole of the contract or portions thereof.

1.7.1 SCORING FOR PROJECT COST CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria. The **Project Cost** will be the sum of each total of each item's price on **Attachment J**.

The **Project Cost** for each proposer will be multiplied against the **Lowest Proposal** to determine the point score for each proposer. The **Lowest Proposal** receive the maximum amount of points for the Project Cost criterion.

Then the **Lowest Proposal** will be divided by all other **Cost Proposals** that are not the lowest, and multiplied by the **Maximum Available Points** for the **Pricing Criteria** to determine all the other **Cost Proposals'** scores.

Example:
Firm "A" cost proposal is $10,000 and is the lowest cost proposal
Firm "B" cost proposal is $15,000
Firm "C" cost proposal is $20,000

Maximum Points Available for the "**Project Cost**" criteria: 30

Calculation:
Firm "A": Lowest price and receives 30 points
Firm "B": $10,000/$15,000 x 30 points = 20 points
Firm "C": $10,000/$20,000 x 30 points = 15 points

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Issuance of Solicitation (Posting Date)	**March 23, 2021**
Non-Mandatory Pre-Bid Meeting	**10:00 a.m. on April 1, 2021**
Question Due Date	**April 5, 2021**
Anticipated Date of Issuance for the Addenda with Questions and Answers	**April 8, 2021**
Proposals will be accepted until	**2:00 p.m. on April 20, 2021**
Proposals will be opened at	**2:30 p.m. on April 20, 2021**
Evaluation of Proposals by Staff	**May 2021**
Recommendation of Contractor to City Commission award	**June 2, 2021**

1.8.1 VIRTUAL NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory scheduled pre-bid meeting on **April 1, 2021 at 10:00 a.m.** Meeting location will be at the Public Services Building at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

At the time of writing this notice, the City will not be opening up the physical location for public access as City offices are closed to the public, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the meeting virtually in lieu of attending the meeting in person.

While considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: https://ppines.webex.com/meet/purchasing
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the Cisco Webex Meetings app from https://www.webex.com/downloads.html/.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com **on or before 2:00 p.m. on April 20, 2021.**

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No
☐ ☐ 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence

Yes No
✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **$5,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No
✓ ☐ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

✓ ☐ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $2,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ × 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ × 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ × 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products &

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☒ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
2.7.2 Waiver of all Rights of Subrogation against the CITY.
2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder’s facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer’s history of citations and/or violations of environmental regulations in determining a Proposer’s responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

(a) Open the sealed bids at a public meeting.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(b) Announce at that meeting the name of each bidder and the price submitted in the bid.
(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **"construction or repairs on a public building or public work"** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDSYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.34 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) "Contractor" means a person or entity that has entered or is attempting to

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

b) “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

c) “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Not applicable.

4.2 PAYMENT AND PERFORMANCE BONDS

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. Bidding Contractors must have a $10,000,000.00 or higher bond capacity. Proof of bonding capability must be provided with the bid. **The Contractor shall provide the City with a $500,000 Payment and Performance Bond no later than May 15th of each year.** The bond shall remain in effect through December 15th of that same year, or event debris removal and disposal operations have reached total completion (whichever comes last). If the contract is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the Contractor. If the contract is not enacted for a hurricane or other debris generating event during this time, the City shall reimburse the contractor for the actual cost of the bond (without markup). The performance bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

pertain to the Services required under the Agreement, including but not limited to:

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

G. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **AD-21-02** titled "**Disaster Debris Management Services"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you submit the following items, as stated in section 1.5 "Proposal Submission" of the bid package?

Title Page	Yes ☐
Table of Contents	Yes ☐
Letter of Interest	Yes ☐

Did you make sure to submit the following items, as stated in section 1.5.1 "Proposal Requirements" of the bid package?

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Tab 1 - Qualifications and Experience	Yes ☐
Attachment F: References	Yes ☐
Tab 2 - Ability	Yes ☐
Attachment H: Financial Work Sheet	Yes ☐
Tab 3 – Project Understanding and Technical Approach	Yes ☐
Tab 4 – Project Cost	Yes ☐
Attachment J: Debris Management Proposal Form	Yes ☐
Tab 5 – Other Completed Documents	Yes ☐
Attachment A: Contact Information Form	Yes ☐
Attachment B: Non-Collusive Affidavit	Yes ☐
Attachment C: Proposer's Background Information	Yes ☐

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes ☐
Form W-9 (Rev. October 2018)	Yes ☐
Sworn Statement on Public Entity Crimes Form	Yes ☐
Local Business Tax Receipts	Yes ☐
Veteran Owned Small Business Preference Certification	Yes ☐
Equal Benefits Certification Form	Yes ☐
Vendor Drug-Free Workplace Certification Form	Yes ☐
Scrutinized Company Certification	Yes ☐
E-Verify System Certification Statement	Yes ☐
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes ☐
Debarment, Suspension and Other Responsibility Matters	Yes ☐
Minority-Owned Business Enterprise	Yes ☐
Woman-Owned Business Enterprise	Yes ☐
HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes ☐

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

NON-COLLUSIVE AFFIDAVIT

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature _____

Title _____

Name of Company _____

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

2) At what address was that business located?

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

10) Are you an ☐ Original provider, ☐ sales representative, ☐ distributor, ☐ broker, ☐ manufacturer, ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

Attachment D

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B,
INSURER C,
INSURER D,
INSURER E,

Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS	
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ CLAIMS MADE ☐ OCCUR				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ policy ☐ project ☐ loc				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS					
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

Must Include General Liability

SAMPLE CERTIFICATE

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION AIL 30 DAYS WRITTEN LEFT.

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES

THIS IS AN AGREEMENT ("Agreement"), made and entered into on this ____ day of _____, **2021** by and between:

CITY OF PEMBROKE PINES, a municipal corporation, of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

«Vendor_Name_Upper_Case», a **«Vendor_Business_Type»**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **«Vendor_Address_Line_1», «Vendor_Address_Line_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

Recitals

WHEREAS, the CITY may experience massive destruction wrought by the impact of a hurricane landfall, violent storms, spawning tornadoes as well as other natural and/or man- made disasters (hereinafter "Catastrophic Events"); and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from public property and public rights of way so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY finds it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from private property, subject to compliance with any and all local, state and federal regulations, including FEMA requirements so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, the CITY previously issued a Request for Proposal No. AD-21-02 (hereinafter "RFP"), for Disaster Debris Management Services on an as needed basis, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; and,

WHEREAS, the prices set forth in this Agreement and being charged by the CONTRACTOR are consistent with the market value and rates currently being charged to local governments throughout South Florida for the same or similar work by other debris removal vendors and caused by the exigent circumstances that has resulted in the necessity for this Agreement; and,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

WHEREAS, the services to be provided by the CONTRACTOR will include emergency push and storm debris collection and disposal in the CITY following a Catastrophic Event. Also, the CONTRACTOR will provide a range of related services including damage assessment, training, emergency planning and other services as needed and requested by the CITY; and,

WHEREAS, other services of the CONTRACTOR may include facilitating communication with the Federal Emergency Management Agency (hereinafter "FEMA"), the Federal Highway Administration (hereinafter "FHWA"), Broward County, the State of Florida and other federal, state or local agencies, and coordination with state insurance representatives; and,

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and,

WHEREAS, FEMA's regulations require that the CITY has a written contract with its Contractors to be used following Catastrophic Events, as described above; and,

WHEREAS, the CITY and the CONTRACTOR have reached a mutual agreement as to the terms and conditions of such services; and,

WHEREAS, this Agreement does not preclude the CITY's from using other vendors which provide the same or similar services as provided by the CONTRACTOR on an as needed basis; and,

WHEREAS, this Agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events and where the services will only be required when an emergency situation exists which threatens the life, safety or welfare of the citizens of Pembroke Pines; and,

WHEREAS, the City Commission of the City of Pembroke Pines, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with CONTRACTOR for Disaster Debris Management Services.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1 – Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2 - Scope of Professional Services

2.1 **Debris Removal:** It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all disaster generated debris from public property and public rights-of-way, and private property as authorized by the CITY, so as to protect the public health and

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

safety, minimize economic and environmental impacts and facilitate the restoration of normal public services. Clean up, demolition and removal will be limited to: (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public property (or private property when specifically authorized by the CITY), and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction, and disposal of debris from CITY streets, roads, and right-of-ways, public property and facilities and any other facility or site as directed by the designated representative of the CITY.

Specifically, the Scope of Services will encompass the Disaster Debris Management Services as set forth in the RFP, attached hereto and made a part hereof as **Exhibit "A"** and the Contractor's Submittal, included in **Exhibit "B**" attached hereto and made a part hereof.

2.1.1 Ownership and Disposal of Debris: The CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the CITY without written consent.

2.1.2 Technical Disaster Recovery Assistance: It is the intent of this agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials of the CITY. This service shall include Program Management Assistance.

2.1.3 Permits and Regulations: All necessary permits, licenses and certificates required for the execution of this Agreement as set forth in **Exhibit "A"** shall be secured and paid for by the CONTRACTOR.

2.1.4 Event Closure: In accordance with Exhibit "A", CONTRACTOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by CITY staff and designated Debris Removal Contractors.

2.1.5 Services and Facilities: It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

2.1.6 Measurement of Quantities: Work specified herein shall be measured by the CITY according to U.S. Standard Measure and information provided by the

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

CONTRACTOR. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering practice. The principle method of measurement will be debris volume in cubic yards. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded.

2.1.7 Scheduled Passes: The CONTRACTOR shall make multiple scheduled passes of each site, location or area impacted by the Catastrophic Event. The number and schedule of passes shall be determined through CITY-CONTRACTOR consultation. It is the CITY'S intent that the CONTRACTOR shall make as many passes as the CITY may direct to complete the removal and lawful disposal of all natural disaster generated debris.

2.2 Supervision by CONTRACTOR: The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the CITY's Authorized Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.3 Changes in the Scope of Services: The CITY and CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided. CITY's Signatory Authority for such changes shall be as set for in the CITY's Code of Ordinances.

Article 3- Term of Agreement

3.1 Term: This Agreement shall be effective for an initial period of approximately five (5) years commencing with the date of execution by both Parties through December 31, _____ at 11:59 PM.

3.2 Renewal: Not applicable.

3.3 Contract Pricing: The pricing negotiated with the CONTRACTOR shall remain firm during the term of the Agreement period as evidenced in **Exhibit "B"** attached hereto and incorporated herein by reference.

Article 4- Payment

4.1 Payment for all services shall be done in accordance with Exhibit "A" and as set forth herein. Pricing for all services shall be done in accordance with **Exhibit "B"** attached hereto and incorporated herein by reference.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

4.2 The CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 C.F.R. 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook. The CONTRACTOR and CITY will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the CONTRACTOR and numbered tickets shall be supplied to the CITY by the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification for each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

4.3 Invoices shall be submitted in duplicate to the Director of Public Services, City of Pembroke Pines, 8300 S. Palm Drive, Pembroke Pines, Florida 33025, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees as set forth in **Exhibit "A"**.

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.5 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5- CITY Obligations

5.1 The CITY shall furnish all information and documents necessary for the commencement of work to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

5.2 The CITY shall pre-designate necessary Temporary Debris Storage and Reduction (TDSR) sites either within the CITY, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. If requested by the CITY, the CONTRACTOR shall operate the TDSR sites and only CONTRACTOR vehicles and others specifically authorized by the CITY will be allowed to use these sites. The CONTRACTOR shall have a General Operation Plan, which describes the operations CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

storage, recycling operations, equipment maintenance, etc. The CONTRACTOR shall include provisions for rodent control, noise abatement, etc. If any facilities are utilized for air curtain burning, they must be approved by the CITY and Broward County.

5.3 The CITY may also establish homeowner drop-off sites for debris. If requested by the CITY, the CONTRACTOR shall be responsible for removing all debris from these sites.

5.4 The CITY shall timely pay CONTRACTOR in accordance with Part VII, Chapter 218, Florida Statutes.

Article 6- FEMA Reimbursements and Requirements

The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

6.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster Debris Management Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

6.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

6.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326. In the event of any conflicts, the provisions of this section shall prevail.

6.3.1 Equal Employment Opportunity: During the performance of this Agreement, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6.3.2 Davis-Bacon Act: CONTRACTOR shall comply with the Davis-Bacon Act, (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

6.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

(1) Subcontracts. The CONTRACTOR shall insert in any subcontracts the provision above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

(2) Breach. A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

6.3.6 Compliance with State Energy Policy and Conservation Act. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

6.3.7. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)

(1) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

6.3.8. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

6.3.9 Recovered Materials.

(1) In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Agreement performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

6.3.10 **Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41**

6.3.11 **Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34,**

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

6.3.12 **Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,**

(1) The CONTRACTOR agrees to provide the CITY, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6.3.13 **No Obligation by the Federal Government**

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6.3.14 DHS Seal, Logo, and Flags. The CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.3.16 Fraudulent Statements. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to the CONTRACTOR's actions pertaining to this Contract.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Article 7- Termination

7.1 Termination. This Agreement may be terminated by the CITY at any time and for any reason; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the CITY, termination costs, if any shall not apply.

B. Termination for Cause. This Agreement may be terminated by either party for cause after providing notice of default to the party in default and a reasonable period of time to cure the default.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation or performance in the subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services/tasks delivered under this Agreement.

Article 8- Insurance and Bonds

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ 8.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

✓ ☐ 8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ✗ 8.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence

Yes No

✓ ☐ 8.6.4 Umbrella/Excess Liability Insurance in the amount of **$5,000,000**.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's

Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ 8.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

✓ ☐ 8.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $2,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ✗ 8.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

☐ × 8.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ × 8.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ × 8.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ × 8.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ × 8.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☒ 8.6.13 Other Insurance

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
8.7.2 Waiver of all Rights of Subrogation against the CITY.
8.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

8.11 Payment and Performance Bonds. CONTRACTOR shall provide the CITY with a $1,000,000.00 Payment and Performance Bond no later than 15 days after the agreement

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

has been fully executed by the Parties and shall remain in effect through December 15th, 2021, or event debris removal and disposal operations have reached total completion (whichever comes last). Each renewal term, CONTRACTOR is to provide the CITY with the Payment and Performance Bond no later than May 15th and shall remain in effect until December 15th of the same year or event debris removal and disposal operations have reached total completion (whichever comes last). If this Agreement is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the CONTRACTOR. If this Agreement is not enacted for a hurricane or other debris generating event during this time, the CITY shall reimburse the contractor for the actual cost of the bond (without markup). The bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the CONTRACTOR shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11).

Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the CITY. The performance bond shall be conditioned that the CONTRACTOR perform this Agreement in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of this Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Article 9-Indemnity and Liens

9.1 Indemnity. CONTRACTOR shall indemnify and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to protect, defend, indemnify, and hold the City of Pembroke Pines and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

9.2 Warranty of Title and Waiver of Liens. The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10- Subcontractors

10.1 Local Resources The CONTRACTOR shall, to the extent practicable, give priority to utilizing resources in CITY and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

10.2 Subcontractors

10.2.1 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the CITY may exercise over the CONTRACTOR under this Agreement.

10.2.2 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY or subject the CITY to liability of any kind to any subcontractor. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon activation of the Agreement and updated by the CONTRACTOR to the CITY on a biweekly basis during said activation.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

10.2.3 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP, to provide and perform such services to CITY'S satisfaction for the agreed compensation, and meets all other requirements of the RFP, including without limitation insurance requirements. CONTRACTOR shall be solely responsible for payment of subcontractors, and its failure to pay subcontractors shall be grounds for withholding future payments to CONTRACTOR, or termination of this Agreement.

10.2.4 The CONTRACTOR shall not use a subcontractor or material supplier against whom the CITY has a reasonable objection to, and shall to the extent practicable subcontract with local firms currently doing business with the CITY. All subcontractors will operate in strict accord with all local, state, and federal laws governing this type of work.

10.2.5 No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

Article 11 - Special Conditions

11.1 Participating Offices: The City of Pembroke Pines Public Service Department will participate in this Agreement. The CITY reserves the sole right to add additional CITY offices to the Agreement.

11.2 Independent Contractor: This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

11.3 Liquidated Damages: Liquidated damages will be deducted from the Agreement sum as set forth in **Exhibit "A"** for each regular workday the CONTRACTOR fails without justifiable

excuse to perform in accordance with its contractual obligations or, if this Agreement does not provide specific performance standards or timeliness requirements, in accordance with general industry standards of performance for similar services under similar conditions. The CONTRACTOR will make every attempt to supply the awarded goods/services within the time frame(s) requested. Repeated failure to supply the goods and services may result in termination of the Agreement for cause and shall be cause-in-need for the CITY to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the CONTRACTOR to pay the CITY any increase in costs occasioned thereby.

11.4 Pre-event Condition: The CONTRACTOR shall return all staging and process areas to their pre-event condition or better.

11.5 No Solicitation: The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement.

11.6 Work Hours: The Debris Recovery Contractors will/may conduct its operations seven (7) days per week during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by CITY's Director of Public Service or his designee. However, unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites may be conducted on a twenty-four (24) hour, seven (7) day basis. CONTRACTOR will conduct its services at the times and dates necessary appropriate to perform its duties as provided for in this Agreement.

11.7 Protection of Property: The CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and the CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and sh1ilfuse every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of the CONTRACTOR, the CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Public Service Director, or he shall make good such damage or injury in an acceptable manner.

11.8 Equipment: All of the CONTRACTOR'S equipment utilized for this Agreement shall be:

A. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.

B. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.

C. All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section

unless directed by the CITY. If operation of the equipment shall be required outside of the ride-away, the CITY will provide Right-of-Entry agreements executed with the property owner prior to the CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.

D. Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.

E. All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2"x 6" boards or greater and may not extend more than two (2) feet above the medal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the CITY inspector.

F. The CONTRACTOR shall use trucks, trailers, and/or equipment approved for use under this Agreement for this Agreement only, and such equipment shall not be used for any other work during the term of this Agreement. A list of approved equipment shall be submitted to the CITY.

11.9 Securing Debris: The CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the CONTRACTOR to prevent materials from falling or being blown from the bed.

11.10 Traffic Control: The CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas. The CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place.

11.11 Inspection Stations:

A. Upon request by the CITY, the CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSR site and disposal area. These stations will be the points of load volume verification by the CITY.

B. The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. Upon request by the CITY, the CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a CITY inspector/monitor onsite for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of the CITY.

C. The inspection towers shall be of sturdy construction using pressure treated wood and of sufficient height as to allow a complete view of the load bed of each piece of equipment being used to haul debris. The floor area shall be a minimum of 8'x 8' constructed of 2" x 8" joints, 16" on center with ¾" plywood supported by 6" x 6" posts. The perimeter of the floor area shall be protected by a 4' high wall constructed of 2" x 4" studs and ½' plywood. The floor area shall be covered with a roof to protect the occupants from the elements. The roof shall provide a minimum of 6'6" head room below the support beams. Access shall be by wooden steps with a handrail. At the conclusion of the debris removal process, the CONTRACTOR shall remove the structure.

11.12 Hazardous Materials:

A. The CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. The CONTRACTOR shall notify the CITY of the nature and location of any such debris encountered.

B. The CONTRACTOR must not transport hazardous materials to the TDSR sites or landfills that are not specifically authorized to accept such materials. However, the CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSR site and if requested to manage the site by the CITY, the CONTRACTOR shall provide a suitable area at each TDSR site to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.

C. The CITY recognizes that construction and demolition debris might contain small amounts of asbestos, lead based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSR site. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class I landfill authorized to receive such hazardous waste.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

11.13 Inoperable Private Vehicles and Equipment: The CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. The CONTRACTOR shall instead report the location of such vehicles to the City of Pembroke Pines Police Department.

11.14 Reports: The CONTRACTOR shall make daily reports to the CITY to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.

11.15 Affiliation: CONTRACTOR and its employees, agents, and subcontractors shall not be employed by or affiliated with the Debris Monitoring Contractors. For purposes of this Agreement, Debris Monitoring Contractors are those contractors that were awarded a contract pursuant to RFP AD-21-03.

Article 12- Public Records

12.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

12.1.1 Keep and maintain public records required by the CITY to perform the service;

12.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

12.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

12.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **this Agreement**.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

Article 13- Scrutinized Companies

13. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

13.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

Article 14- Equal Benefits for Employees

14.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below)**:

☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or

☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or

☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or

☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:

- ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
- ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
- ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- ☐ CONTRACTOR is a governmental agency.

14.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

14.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

14.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of this Agreement with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

14.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

Article 15- Miscellaneous

15.1 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

15.2 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.3 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.4 Waiver. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.5 Non-Discrimination & Equal Opportunity Employment: During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

15.6 Compliance with Statutes: It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable, and as amended from time to time.

15.7 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.8 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.9 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.10 Dispute Resolution: Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), both Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

15.10.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

15.10.2 **Operations During Dispute.**

15.10.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

15.10.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

15.11 Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.12 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.13 Legal Representation: It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

15.14 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

As to CONTRACTOR: _____
_____
_____
_____
_____

As to CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, FL 33025
(954) 450-1040 (phone)
(954) 437-1149 (facsimile)

With a Copy to: Director of Public Services
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025
(954) 518-9060 (phone)
(954) 435-6755 (facsimile)

With a Copy to: Samuel S. Goren, Esq., City Attorney
Goren, Cherof, Doody & Ezrol P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
(954) 771-4500 (phone)
(954) 771-4923 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

15.15 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.16 Assignment of Rights/Subletting of Contract: Neither this Agreement nor any interest herein shall be assigned, subcontracted, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager or designee, which shall be in his sole and absolute discretion. CONTRACTOR may subcontract any portion of the work required by this Agreement pursuant to a Subcontractor Plan. The Subcontractor Plan shall specify the anticipated work to be completed by subcontractors, and include a list of all such subcontractors. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager or designee, subject to his approval, prior to use.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

15.17 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

15.18 Bankruptcy: It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

15.19 Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

15.20 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.21 Third Parties. The services to be performed by the CONTRACTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONTRACTOR's performance of its services hereunder, and no right to assert a claim against the CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

15.22 Signatory Authority. CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

15.23 Uncontrollable Forces. Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.23.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, been prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

15.24 Electronic Signatures. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

15.25. E-Verify.

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

15.25.1 Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

15.25.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

15.25.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

15.25.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

15.25.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes,

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

_____ By: _____
MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) S.S.
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, _____ and acknowledged he/she has executed the foregoing Agreement, who is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of_____, 2021.

_____
NOTARY PUBLIC

_____
My Commission Expires:

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Temporary Debris Management Sites and Work Zones

Included in this Attachment are the following items:

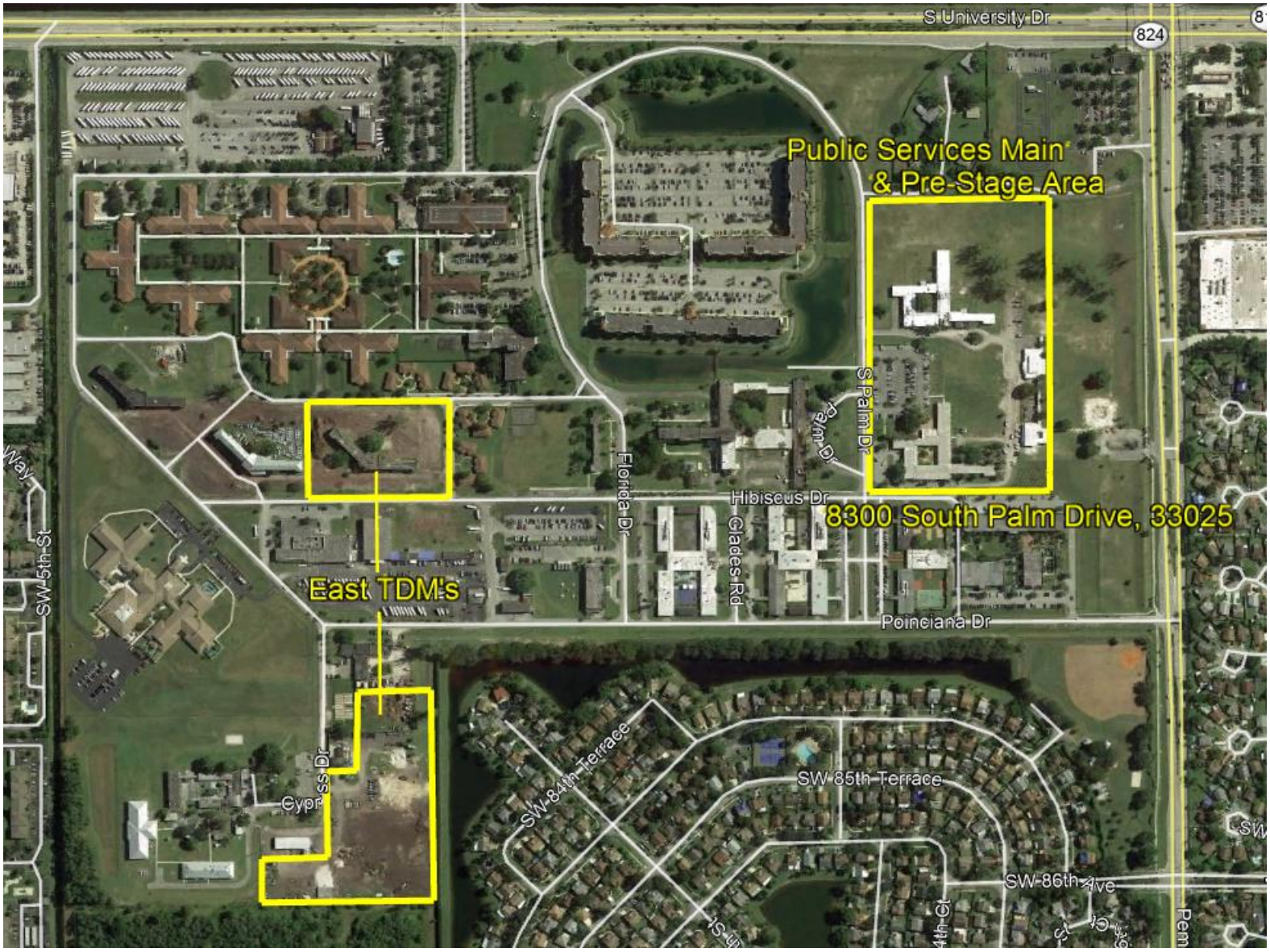
1. Map showing the Temporary Debris Management Sites (TDMS) located at the Pembroke Pines Howard C. Forman Health Park Campus. Zone 3.

2. Map showing the Temporary Debris Management Sites (TDMS) located on Stirling Road west of I-75. Zone 12.

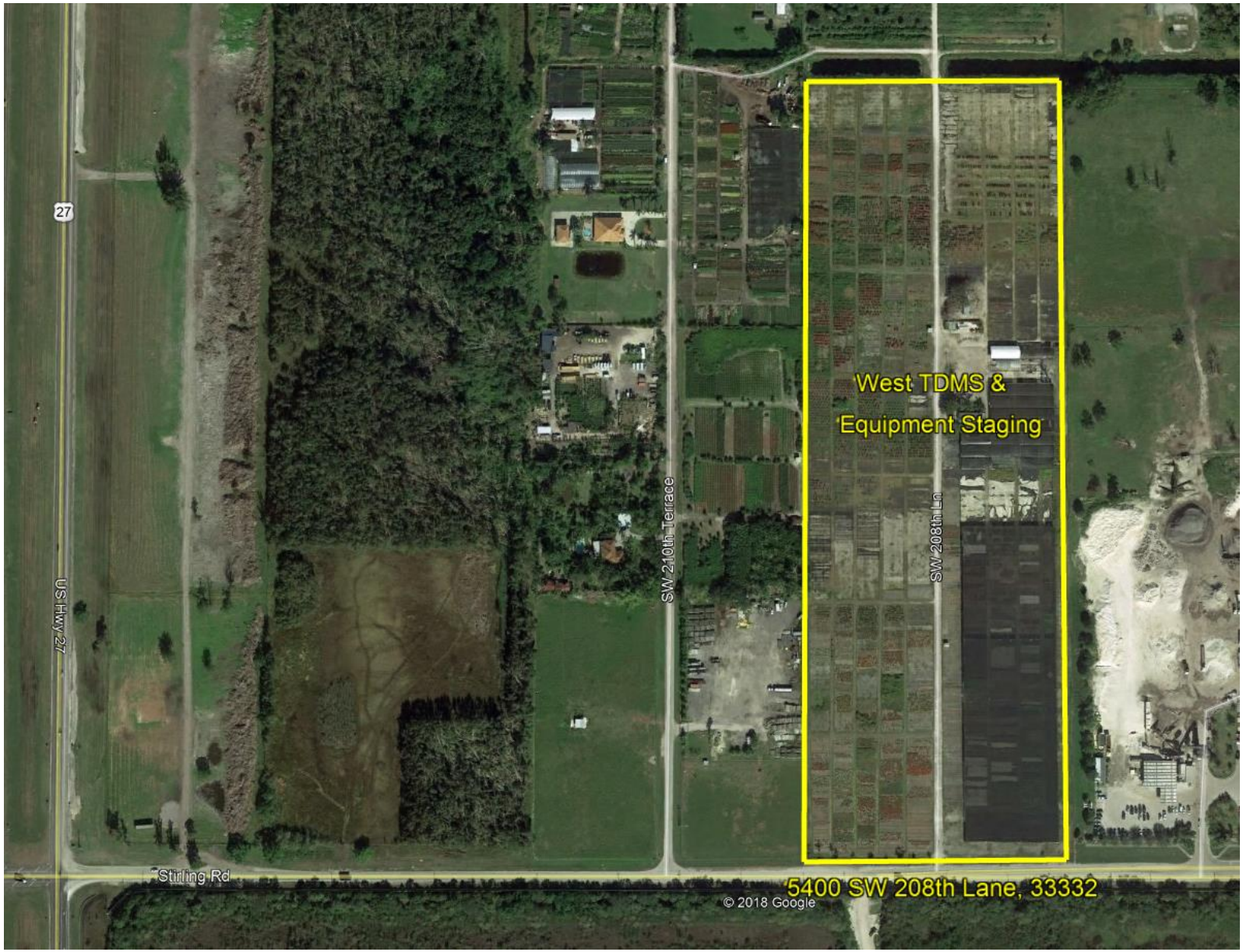
3. Map of City showing Work Zones.

4. Individual Zone Maps.

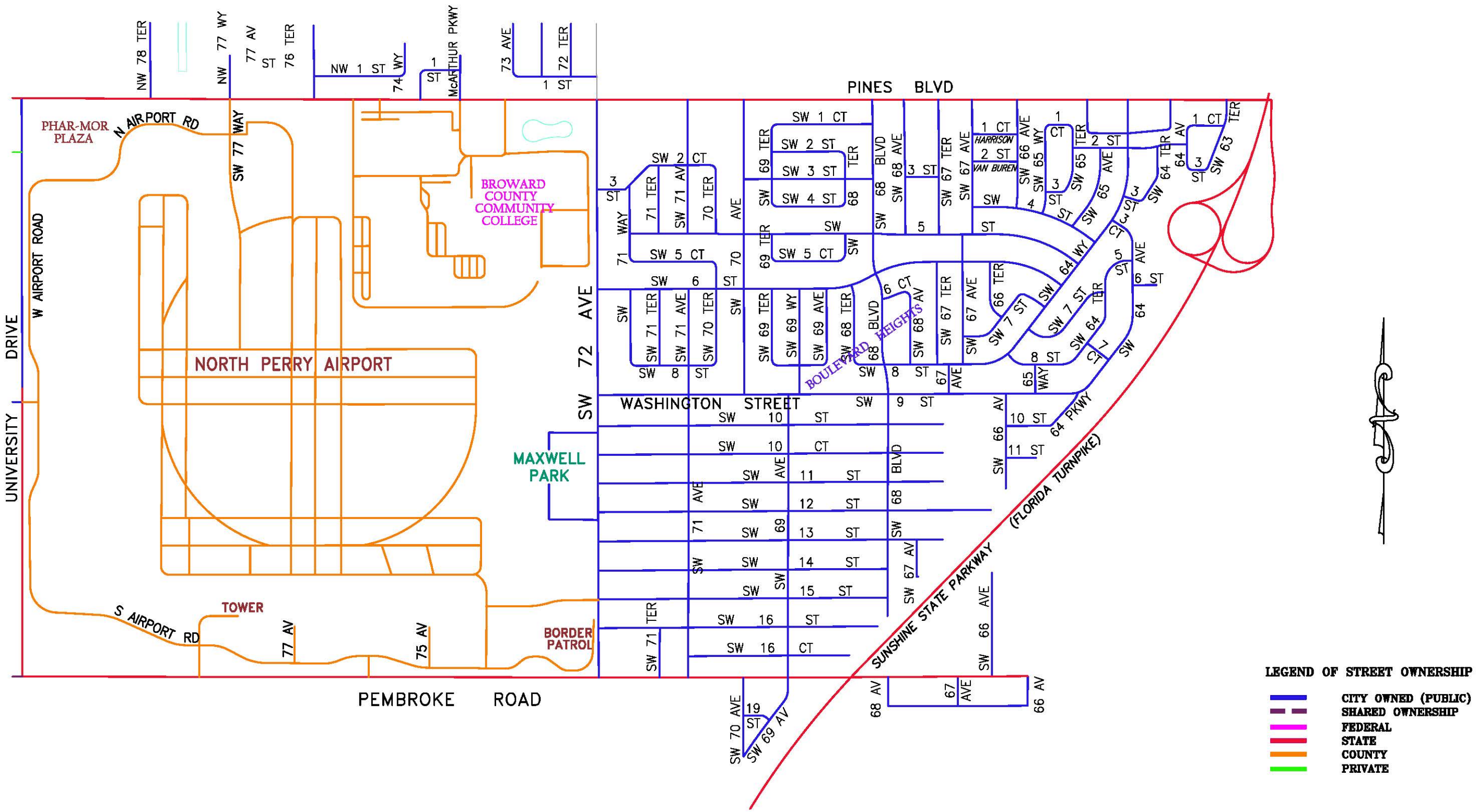
East TDMS, Public Services Main Office, and First Push Pre-Stage Site



West TDMS, and First Push Pre-Stage Site



Attachment G

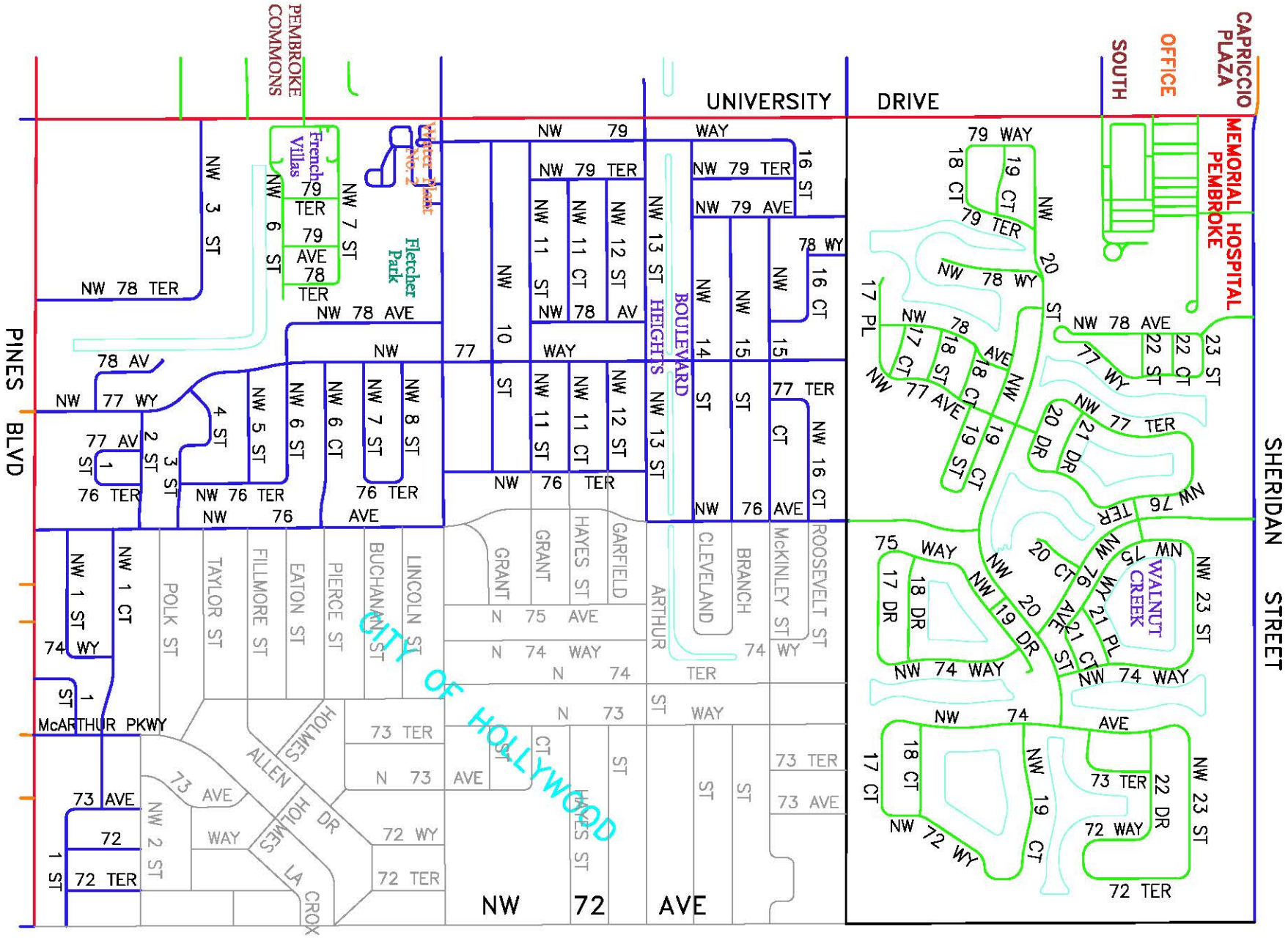


LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 1

Attachment G



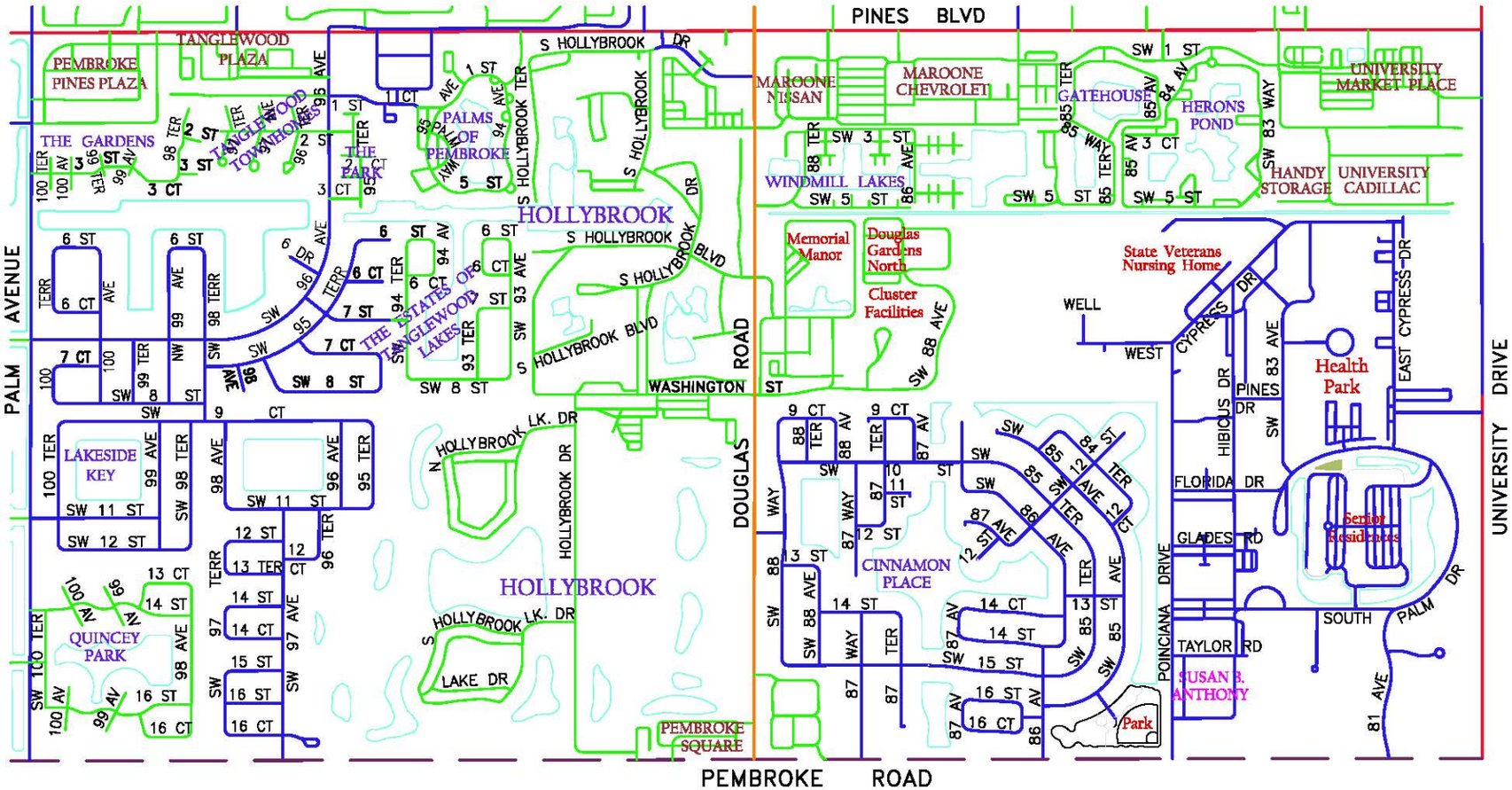
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 2

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Attachment G



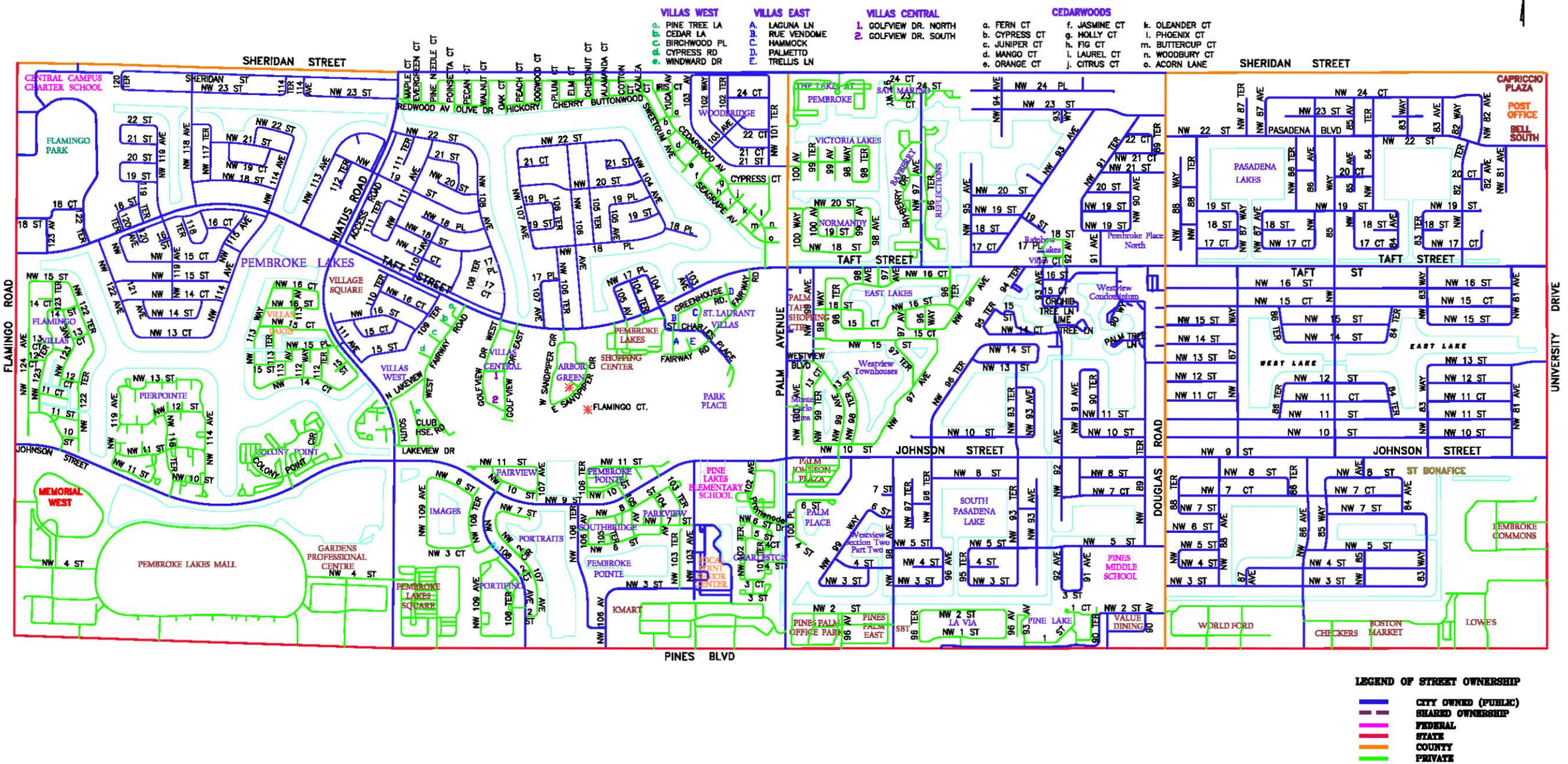
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 3
UPDATED ON 9/21/2017

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Attachment G



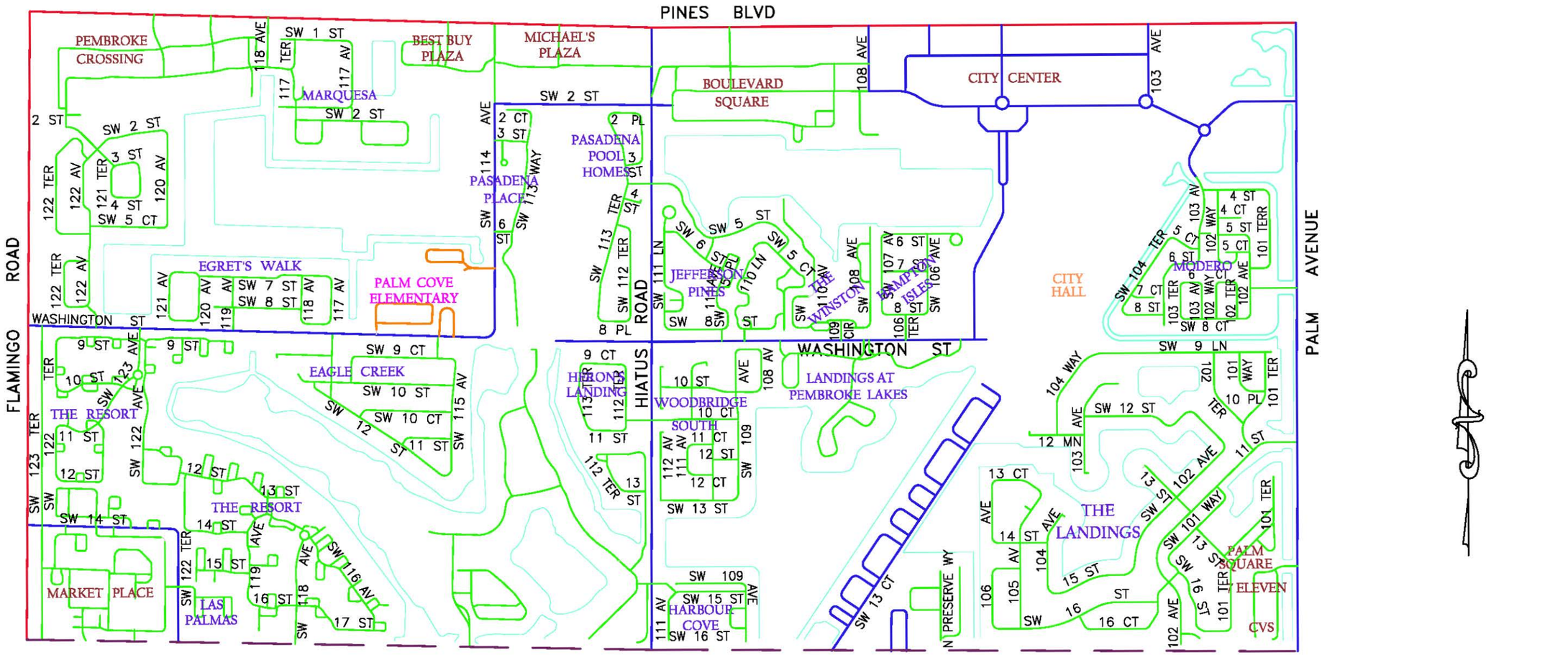
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 4

UPDATED ON 9/21/2017

Attachment G



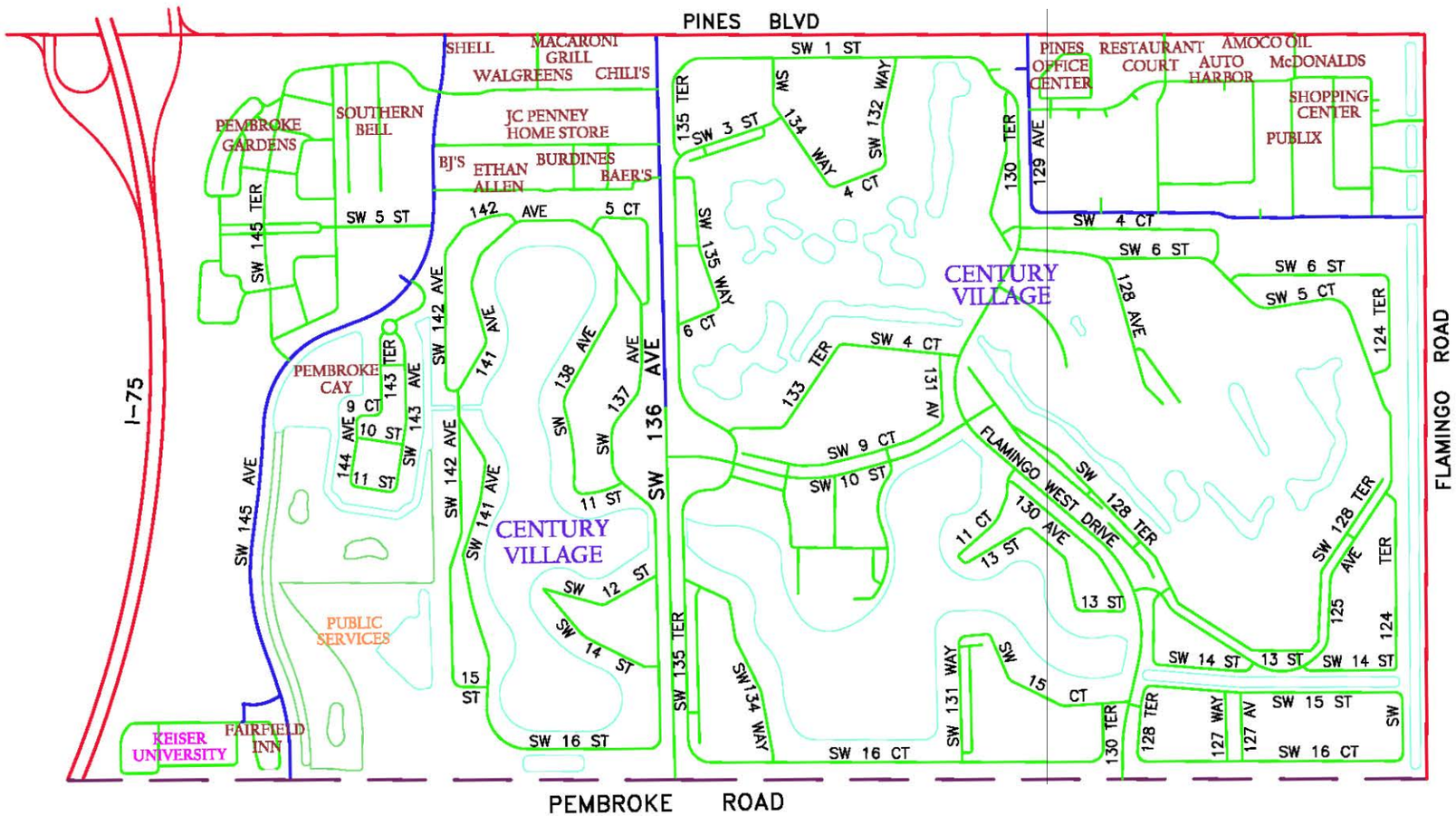
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 5

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Attachment G



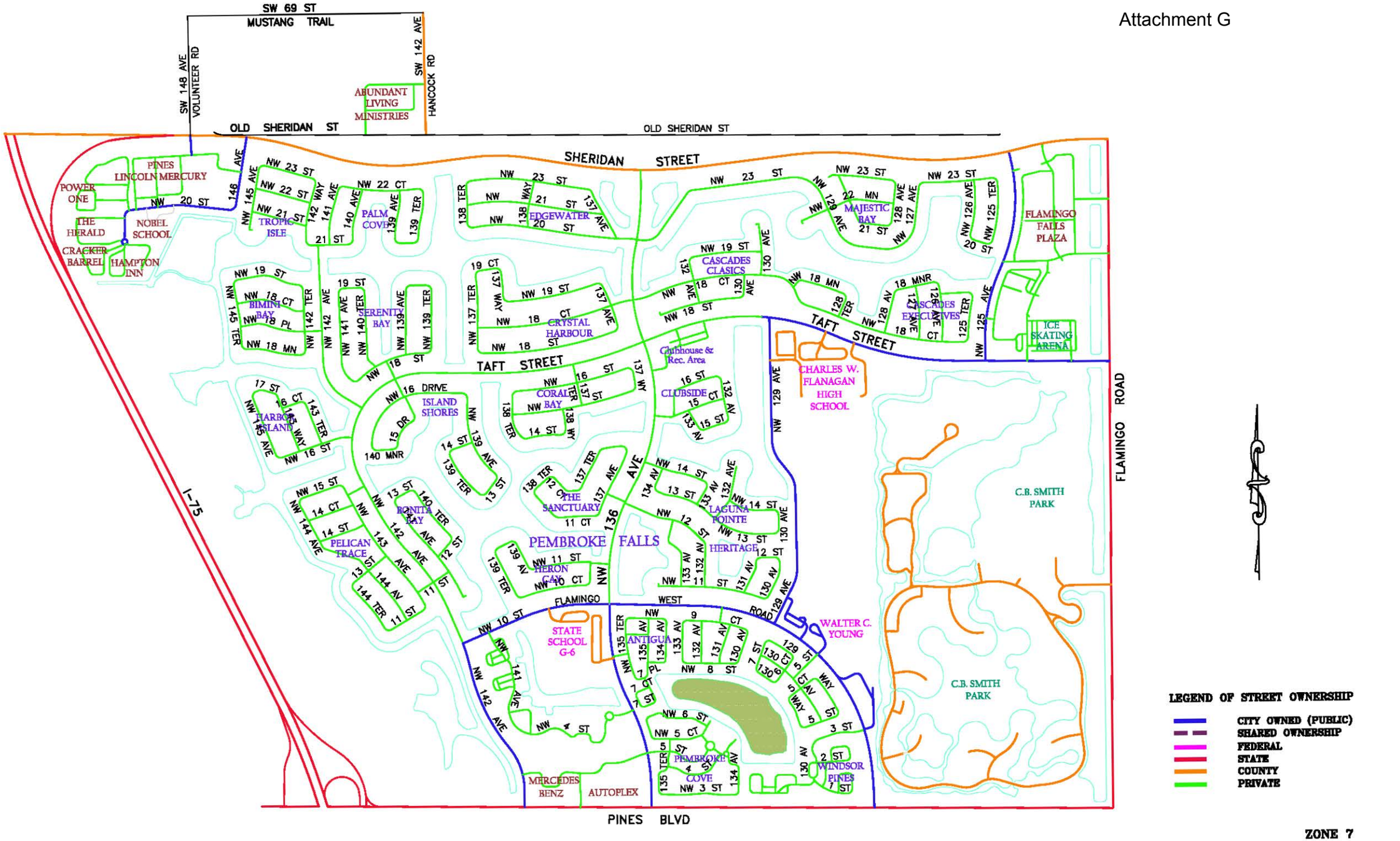
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 6
UPDATED ON 9/21/2017

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Attachment G



LEGEND OF STREET OWNERSHIP

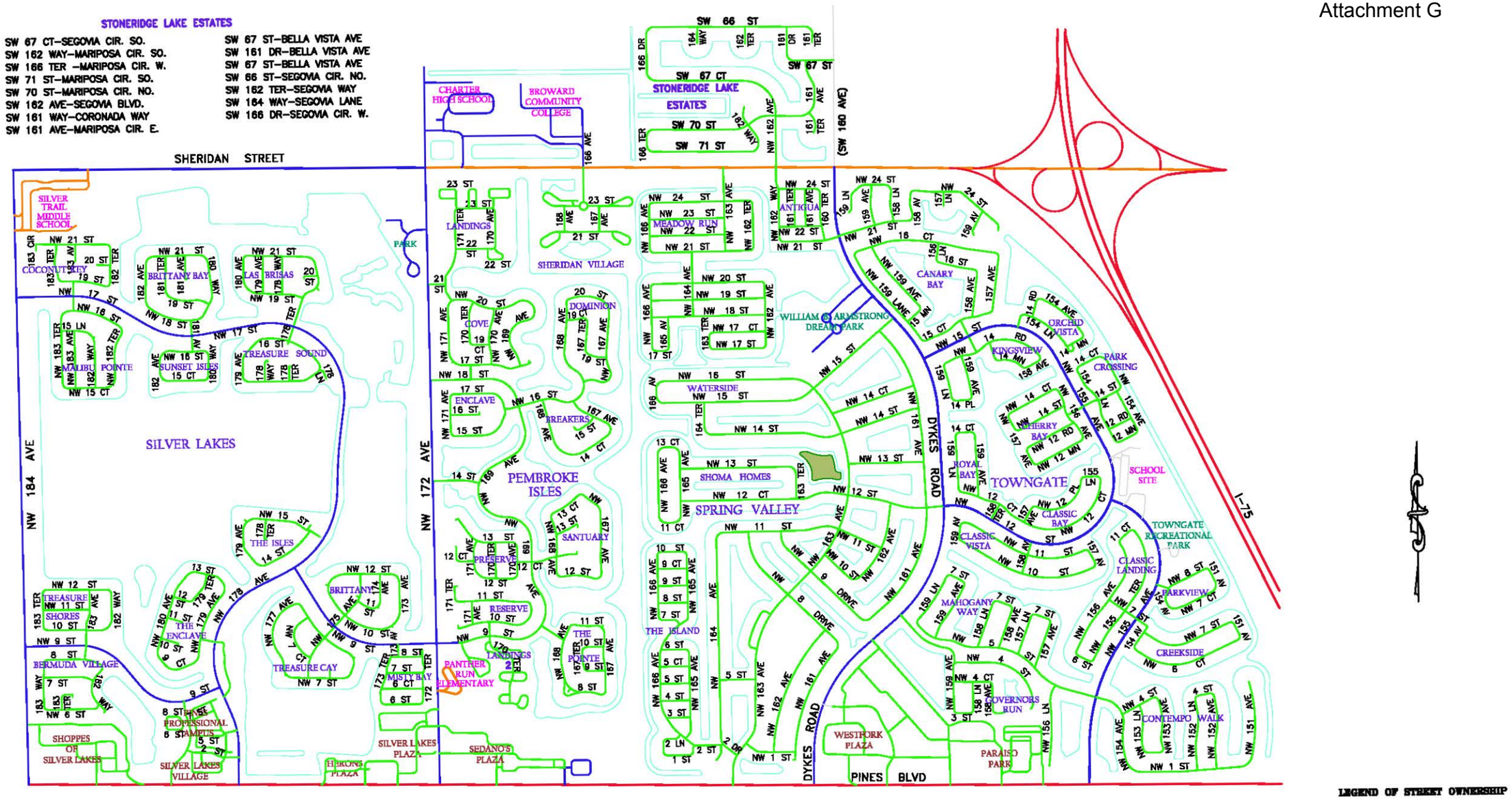
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 7

UPDATED ON 9/21/2017

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Attachment G



LEGEND OF STREET OWNERSHIP

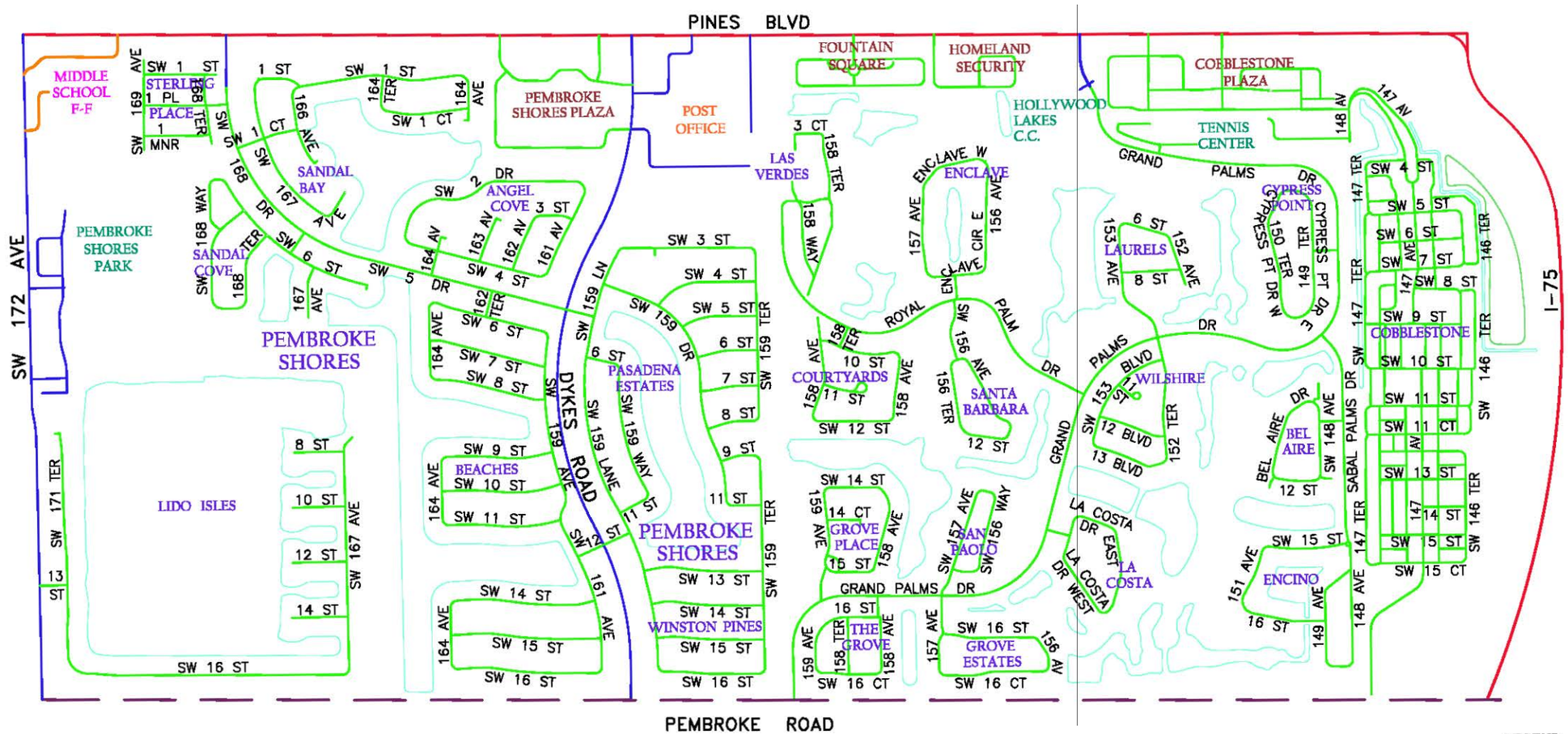
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 8

UPDATED ON 9/21/2017

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Attachment G

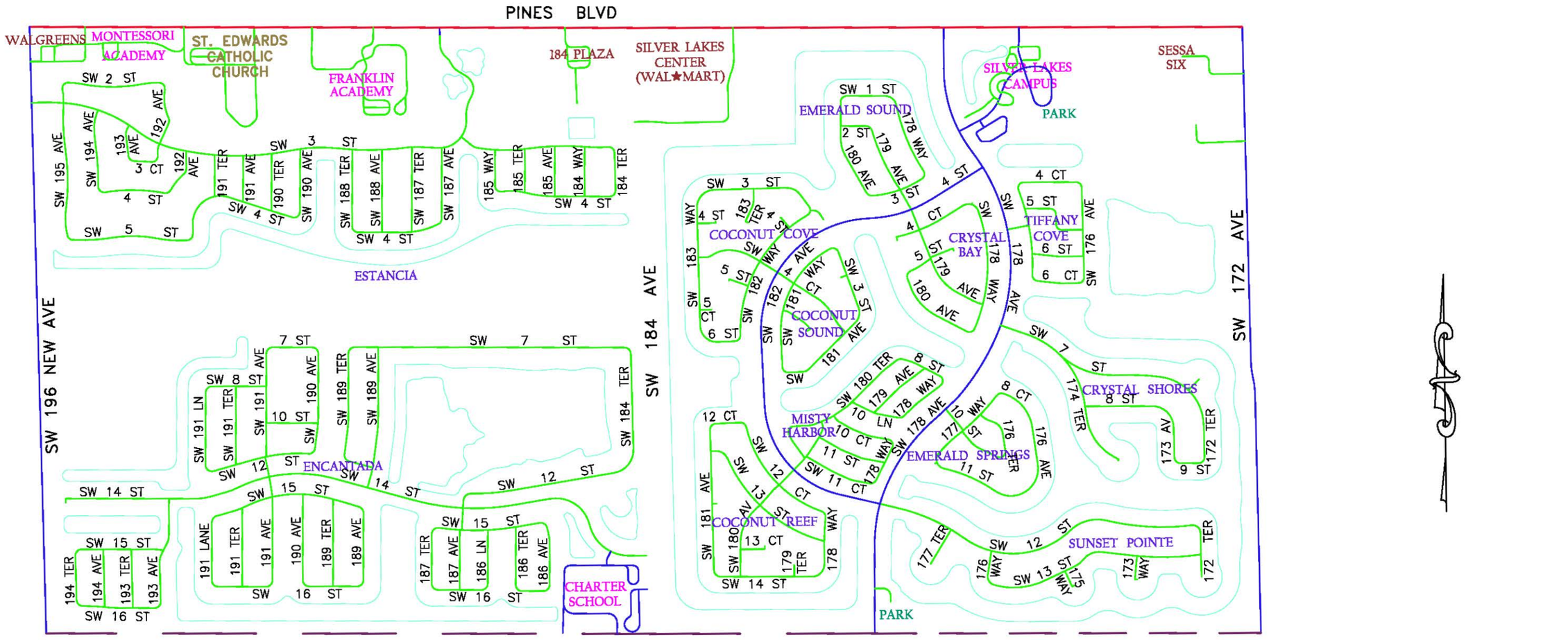


LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 9
UPDATED ON 9/21/2017

Attachment G



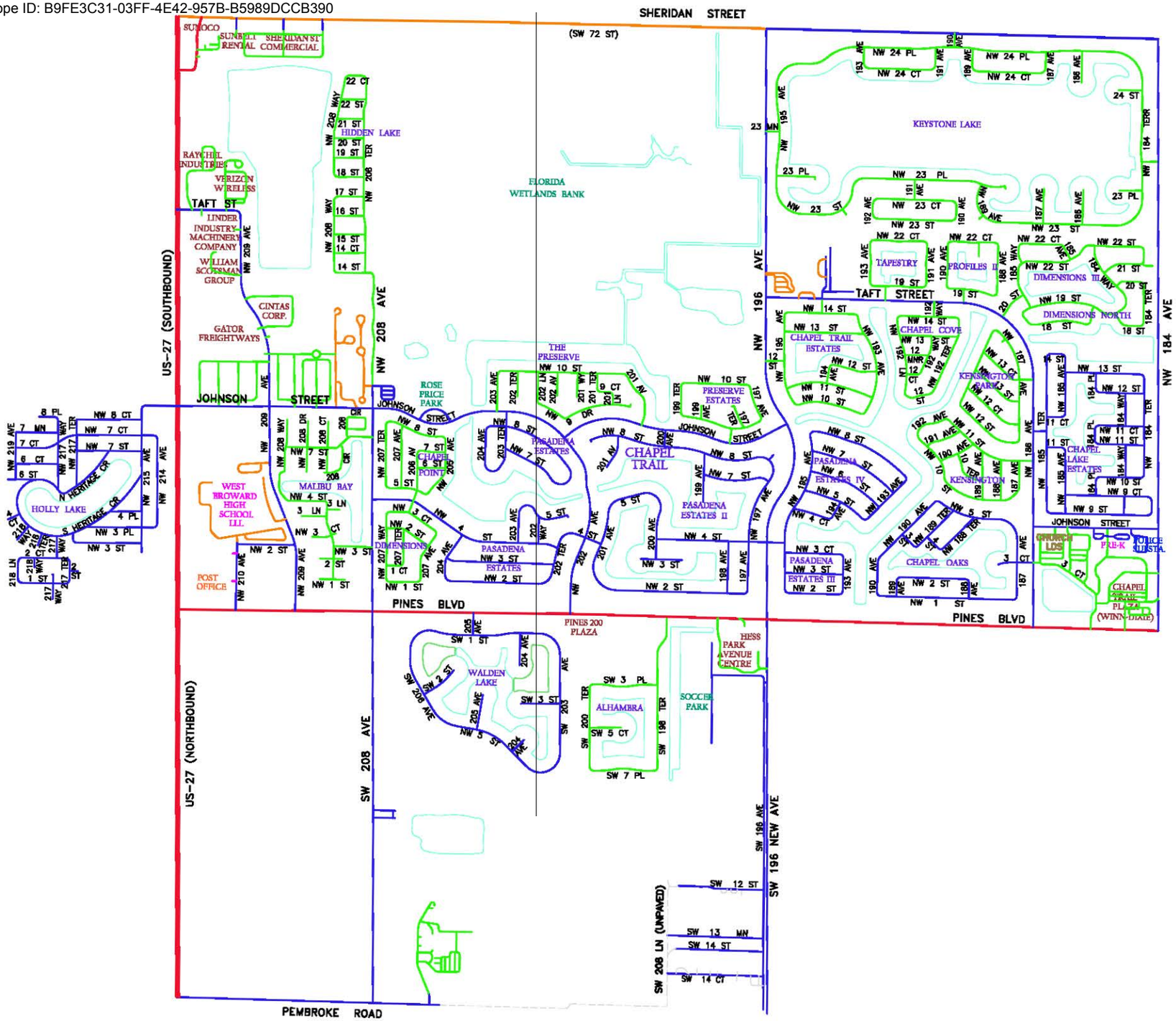
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 10

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Attachment G



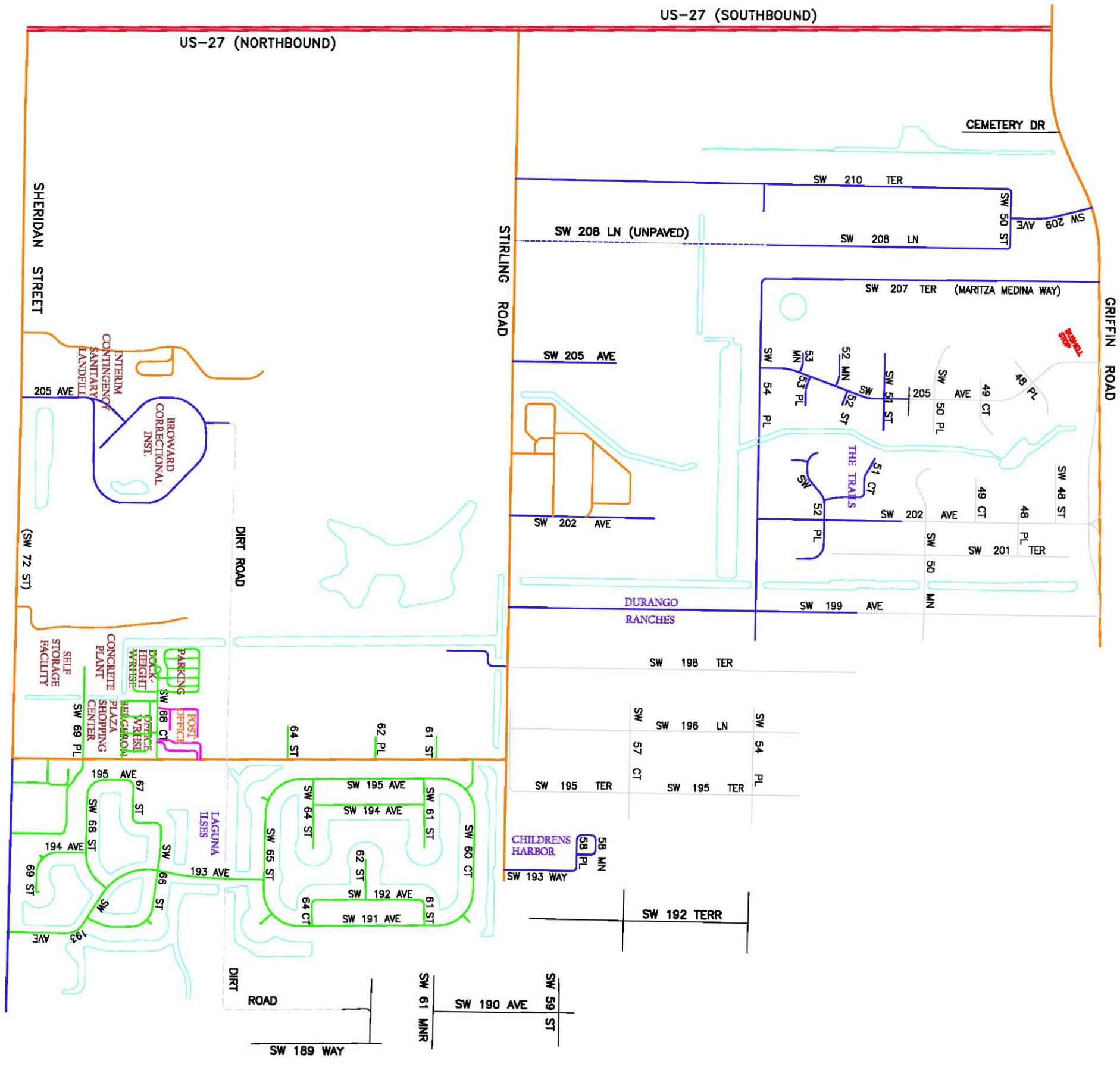
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 11

UPDATED ON 9/21/2017

Attachment G



LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

ZONE 12

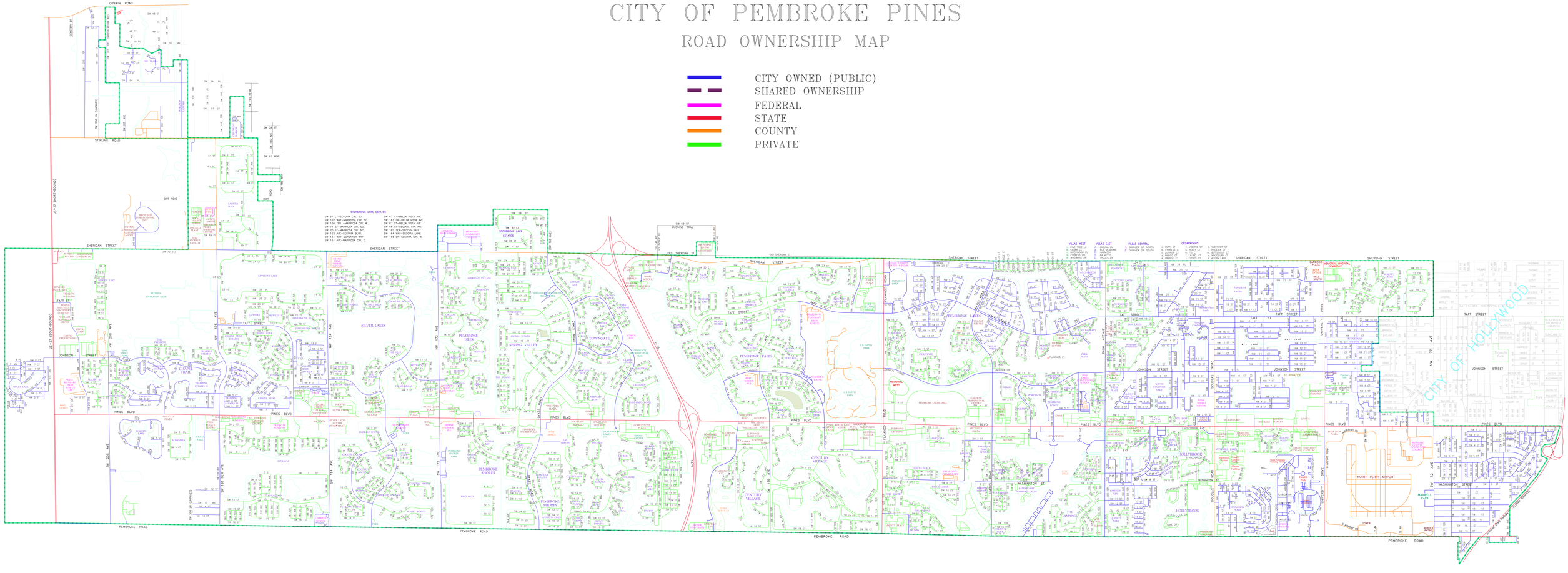
DocuSign Envelope ID: 95AF5CA1-03FF-4E42-9078-B9B66DCCB360

Attachment G

CITY OF PEMBROKE PINES

ROAD OWNERSHIP MAP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

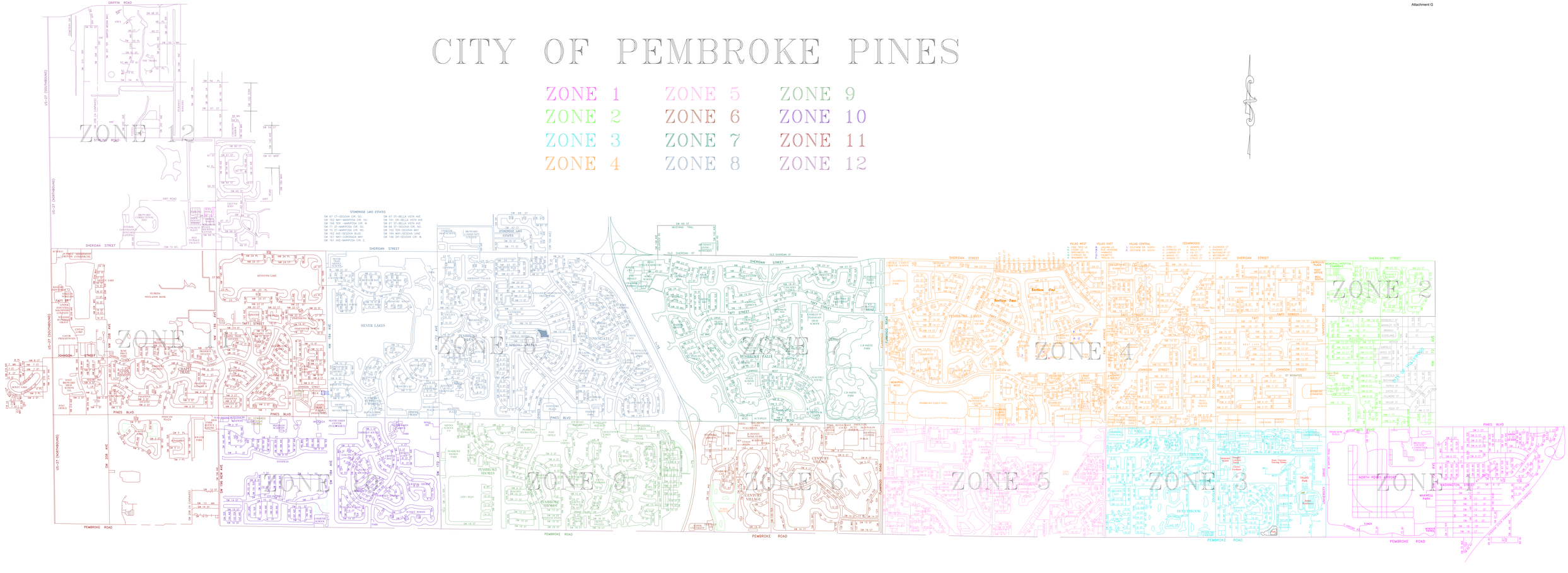


DocuSign Envelope ID: 95F5C3C1-03FF-4E42-9078-B9B66DCCB360

Attachment G

CITY OF PEMBROKE PINES

ZONE 1
ZONE 2
ZONE 3
ZONE 4
ZONE 5
ZONE 6
ZONE 7
ZONE 8
ZONE 9
ZONE 10
ZONE 11
ZONE 12



DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

FINANCIAL WORK SHEET

Instructions

This is not a request for a copy of your financial statements. However, the City reserves the right to review your financial statements if such a review is in the City's best interest. The following data and ratios must be derived and/or calculated from the most recent financial statements audited by an independent accounting professional ("IAP"). Examples include the independent CPA, tax accountant, and financial statement preparer, or similar professional, external to the firm/company/organization submitting this form. Providing false or grossly inaccurate information may disqualify you or your company from doing business with the City under this or future solicitations. Each question must have an appropriate response. A blank, a response of "not applicable" or an unqualified response will be determined non-responsive. If you have any questions about how to complete this form, you are required to ask during the appropriate advertised period.

Proposer's Information:

Proposer's (Applicant's) Company Name: _____

Proposer's Address: _____

Independent Accounting Professional "IAP" Information:

("IAP" that audited the most recent financial statements for the above named Proposer/ Applicant)

IAP's Company Name: _____

IAP's Contact Name: _____

IAP's Address: _____

IAP Contact Phone #: _____

Is the "IAP" that is preparing/assisting in the preparation of this worksheet, certified? (Y/N) _____

If certified, please indicate the certification of the "IAP" (i.e. CPA, CMA, CGMA, EA, etc.) _____

Financial Statement Information:

The most recent financial statements audited by the "IAP" were for the period ending: _____

Were these statements Compilation/Review only? (Y/N) _____

Audited? (Y/N): _____

If audited, unqualified? (Y/N): _____

Financial Data and Ratios:

The income for the most recent three fiscal years was:

Fiscal Year Ending	Gross Income	EBITDA (Earnings before Interest, Taxes, Depreciation, Amortization)	Net Income after taxes	Gross Profit Margin %	Net Profit Margin %
Total					

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Provide the following for the most recent audited fiscal year:

1. Current Ratio _____
[Current assets/ current liabilities]

2. Debt to Asset Ratio _____
[Total Debt/ Total Assets]

3. Debt-To-EBITDA Leverage Ratio _____
[Total debt / EBITDA]

4. Return on Assets: _____
[Net Income Before Taxes / Total Assets]

I certify that I am the independent accounting professional "IAP" that audited the financial statements referenced above and that the information provided in this worksheet is true and accurate.

_____	_____	_____
Print Name	Signature	Date

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of October 14, 2016

Title 2 → Subtitle A → Chapter II → Part

200 Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Procurement Standards

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass- through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass- through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Note: The vendor must provide their pricing through the designated lines items listed on the BidSync website.

To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

The City will also contract with the remaining qualified Contractors to form a pool of vendors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

The contractor shall supply an Operations Manager with a cell phone and 1/2 ton pickup or SUV at no additional cost. The Operations Manager must remain within the City of Pembroke Pines and on call during all hours of operation.

AD-21-02 "Disaster Debris Management Services"				**VENDOR NAME:**		
Bid #	**Description**	**Qty**	**Unit**	**Price**	**Total**	**Notes**
Schedule A - Crew including Equipment and Labor						
1.01	**Push Crew Class A -** Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour		$ -	
1.02	**Push Crew Class B -** Cat 289 or equal compact track loader/grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour		$ -	
1.03	**Cut Crew Class A -** ¾ or 1 ton truck with chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour		$ -	
1.04	**Cut Crew Class B -** ¾ or 1 ton truck with climber/chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour		$ -	
1.05	**Push Loader Crew Class A -** Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.	223	hour		$ -	
1.06	**Push Loader Crew Class B -** Cat 289 or equal compact track loader with root rake or grapple and operator with cell phone.	223	hour		$ -	
					$ -	
Schedule B - Collection of Debris & Hauling to TDMS or Final Destination						
2.01	**Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip)** Work consists of the collection and transportation of eligible vegetative debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard		$ -	
2.02	**C&D & Mixed Debris Removal - Hauling 25 miles away (50 miles round trip)** Work consists of the collection and transportation of eligible C&D and mixed debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard		$ -	
2.03	**Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)** Work consists of the collection and transportation of eligible debris from public canals and waterways to a City approved TDMS or FDS.	230000	cubic yard		$ -	
2.04	**Curbside Separation of Mixed Debris** Work consists of separating of all mixed debris on the ROW or other public property in order for it to be transported to a City approved TDMS or City approved final disposal site.	230000	cubic yard		$ -	
					$ -	
Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS						
3.01	**TDMS Management and Operation** Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS.	130000	cubic yard		$ -	
3.02	**Vegetative Debris Reduction at TDMS** Work consists of reduction of eligible vegetative disaster related debris through grinding as described in Section 1.3.18.6.	95000	cubic yard		$ -	

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

3.03	**C&D Debris Reduction at TDMS** Work consists of reduction of eligible C&D disaster related debris through compaction as described in Section 1.3.18.6.	35000	cubic yard		$ -	
3.04	**Separation of Mixed Debris at TDMS** Work consists of separating all mixed debris at TDMS site in order for it to be reduced and transported to a City approved final destination site.	1	cubic yard		$ -	
3.05	**Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)** Work consists of loading and transporting of eligible reduced vegetative disaster related debris from a City approved TDMS to a City designated final disposal site.	31500	cubic yard		$ -	
3.06	**Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)** Work consists of loading and transporting of eligible reduced C&D disaster related debris at a City approved TDMS to a City designated final disposal site.	2000	cubic yard		$ -	
					$ -	

Schedule D - Additional Hauling Mileage						
4.01	**Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS** Cost for each additional mile for hauling of eligible debris picked up from the ROW, canal or waterway, or other public property to a TDMS or FDS in excess of 50 miles round trip.	1	mile		$ -	
4.02	**Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS** Cost for each additional mile for hauling of reduced eligible reduced debris from a TDMS to an FDS in excess of 100 mile round trip.	1	mile		$ -	
					$ -	

Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps						
5.01	**TDMS Remediation** Per acre cost to remediate the physical features of each TDMS to its pre-use or better than condition within 30 calendar days of receiving the last load of disaster-related debris.	1	acre		$ -	
5.02	**Bagged Ice** Per pound cost, delivered on pallets in 40' semi-trailer load quantities	1	pound		$ -	
5.03	**Bottled Water** Per case cost, 16 ounce bottles in cases of 24 bottles each, delivered on pallets in 40' semi-trailer load quantities	1	case		$ -	
5.04	**ROW White Goods Debris Removal - AC Units Refrigerators and freezers** Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each		$ -	
5.05	**ROW White Goods Debris Removal - Washers dryers stoves ovens & water heaters** Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each		$ -	
5.06	**Dead Animal Removal** Work consists of the removal of dead animal carcasses from the ROW to a City approved FDS.	1	each		$ -	

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

5.07	**Removal of Hazardous Limbs** Work consists of removing all damaged limbs from a tree that contains one or more eligible hazardous limbs. Limbs must be cut into sizes that are manageable for collection and placed in a single pile in the safest possible location on the City ROW or public property for collection.	6000	tree		$ -	
5.08	**Removal of Hazardous Trees - 6 inch to 12 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	196	tree		$ -	
5.09	**Removal of Hazardous Trees - 12.01 inch to 24 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree		$ -	
5.10	**Removal of Hazardous Trees - 24.01 inch to 36 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	31	tree		$ -	
5.11	**Removal of Hazardous Trees - 36.01 inch to 48 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree		$ -	
5.12	**Removal of Hazardous Trees - 48.01 inch and larger diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree		$ -	
5.13	**Removal of Hazardous Stumps - 24 inch to 36 inch diameter** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump		$ -	
5.14	**Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	11	stump		$ -	
5.15	**Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump		$ -	

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

5.16	**Removal of Hazardous Stumps - 60.01 inch diameter and above** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump		$ -	
					$ -	

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Schedule F - Other Trees, Limbs, & Stumps						
6.01	**Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip)** Work consists of removing all damaged limbs from a tree that does not contain any eligible hazardous limbs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree		$ -	
6.02	**Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip)** Work consists of removing hazardous trees under 6” in diameter, including the stumps. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree		$ -	
6.03	**Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip)** Work consists of removal and disposal of stump and backfill of stump hole. Backfill must be within 24 hrs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	stump		$ -	
6.04	**Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump		$ -	
6.05	**Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump		$ -	
6.06	**Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump		$ -	
6.07	**Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump		$ -	
6.08	**Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump		$ -	
					$ -	

TOTAL:	**$** -	

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Thomas Good, Jr.
VICE MAYOR
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

April 21, 2021 RFP # AD-21-02

Addendum # 1
City of Pembroke Pines
RFP # AD-21-02
Disaster Debris Management Services

On April 21, 2021, the City Commission made a motion to increase the Payment and Performance Bond requirement from $500,000 to $1,000,000. As a result, all references to the $500,000 Payment and Performance Bond shall be changed to $1,000,000, including but not limited to the red-line change to Section 1.3.30 as shown below:

1.3.30 PAYMENT AND PERFORMANCE BOND

The Primary Contractor must have a $10,000,000 or higher bond capacity. Contractor(s) in the pool of qualified contractors may have a lesser bonding capacity. Proof of bonding capability must be provided with the bid. The Primary Contractor shall provide the City with a ~~$500,000~~ $1,000,000 Payment and Performance Bond no later than May 15th of each year. The bond shall remain in effect through December 15th of that same year, or event debris removal and disposal operations have reached total completion (whichever comes last). If the contract is enacted due to a hurricane or other debris generating event during this time, the entire cost of the bond shall be borne by the Contractor(s). If the contract is not enacted for a hurricane or other debris generating event during this time, the City shall reimburse the contractor(s) for the actual cost of the bond (without markup). At the City's discretion, contractor(s) in the pool of qualified contractors may also be required to furnish their Payment and Performance Bond by May 15th as well.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Bid #AD-21-02 - Disaster Debris Management Services RFP

Time Left	1 day, 3 hrs		
Bid Started	Mar 18, 2021 10:33:37 PM EDT	**Notifications**	Report
Bid Ends	May 4, 2021 2:00:00 PM EDT	**# of suppliers that viewed**	84 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	**Q & A**	Questions & Answers Q&A Deadline: Apr 5, 2021 8:30:00 PM EDT
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		

Pre-Bid Conference(s) Apr 1, 2021 10:00:00 AM EDT
Attendance is optional
Location: There will be a non-mandatory scheduled pre-bid meeting on April 1, 2021 at 10:00 a.m. Meeting location will be at the Public Services Building at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

At the time of writing this notice, the City will not be opening up the physical location for public access as City offices are closed to the public, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the meeting virtually in lieu of attending the meeting in person.

While considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

â□¢ WebEx Meeting Link: https://ppines.webex.com/meet/purchasing
â□¢ Cisco Webex Meeting Number: 717 019 586
â□¢ Join by Phone Number: +1-408-418-9388

The public may download the Cisco Webex Meetings app from https://www.webex.com/downloads.html/.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

Transcript Attendance

Revise Bid	Click here to add an addendum to your bid information.
Copy Bid	Click here to copy the bid and relist it as a new bid
View Rules	Click here to change the rules for this bid.
Advertisement Notification	Send an Advertisement Email
Bid Packet	Packet for Bid AD-21-02 [download]

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Bid Comments

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	90 days
Budgeted Amount	$0.00
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked â□□BID SECURITYâ□□ (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s) or Primary Contractor, to provide services to remove, process, and lawfully dispose of disaster generated debris on public property and public rights-of-way in the City of Pembroke Pines, Florida in response to an emergency event such as, but not limited to, hurricanes or other natural or manmade disasters. The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractor(s) must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

It is the intent of the City to award the top ranked contractor, per the evaluation committee's ranking, as the Prime Contractor for Disaster and Debris Management Services for the City of Pembroke Pines. To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

The City will also contract with the remaining qualified Contractor(s) to form a pool of contractors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The City currently maintains contract(s) with Consultant(s) to provide that service and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Removal Services. Contractors shall not include proposals that include Debris Monitoring Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

Documents

Select All | Select None | Download Selected

- ☐ 1. AD-21-02 Disaster Debris Management.pdf [download]
- ☐ 2. Attachment A - Contact Information Form.docx [download]
- ☐ 3. Attachment B - Non-Collusive Affidavit [download]
- ☐ 4. Attachment C - Proposers Background Information.docx [download]
- ☐ 5. Attachment D - Sample Insurance Certificate.pdf [download]
- ☐ 6. Attachment E - Specimen Contract - Disaster Debris Management Services.pdf [download]
- ☐ 7. Attachment F - References Form [download]
- ☐ 8. Attachment G - Temporary Debris Management Sites TDMS and Work Zones.pdf [download]
- ☐ 9. Attachment H - Financial Work Sheet.pdf [download]
- ☐ 10. Attachment I - 2 CFR 200 - Uniform Administrative Requirements for Federal Awards.pdf [download]
- ☐ 11. Attachment J - Debris Management Proposal Form.xlsx [download]
- ☐ 12. Addendum 1.pdf [download]

= Included in Bid Packet = Excluded from Bid Packet

Items

⊞ Schedule A - Crew including Equipment and Labor	[Description]
⊞ Schedule B - Collection of Debris & Hauling to TDMS or Final Destination	[Description]
⊞ Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS	[Description]

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

⊞ Schedule D - Additional Hauling Mileage	[Description]
⊞ Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps	[Description]
⊞ Schedule F - Other Trees, Limbs, & Stumps	[Description]

Addendum #1 - Made On Apr 21, 2021 10:21:27 PM EDT

New Documents Addendum 1.pdf

Previous End Date Apr 27, 2021 2:00:00 PM EDT **New End Date** May 4, 2021 2:00:00 PM EDT

Change Made On Apr 8, 2021 2:42:43 PM EDT

Previous End Date Apr 20, 2021 2:00:00 PM EDT **New End Date** Apr 27, 2021 2:00:00 PM EDT

Contractor Advertisements View All Ads

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

Copyright © 2020 - Periscope Holdings, Inc. - All rights reserved.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Question and Answers for Bid #AD-21-02 - Disaster Debris Management Services

Create New Question

Question Deadline: Apr 5, 2021 8:30:00 PM EDT

Overall Bid Questions

There are no questions associated with this bid.

Copyright © 2020 - Periscope Holdings, Inc. - All rights reserved.

TFR Enterprises, Inc

Bid Contact **Tiffany Wilkes**
tiffany@tfrinc.com
Ph 512-260-3322
Fax 512-528-1942

Address **601 Leander Drive**
Leander, TX 78641

Supplier Code 276937

Qualifications **PP-DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
AD-21-02--01-01	Schedule A - Crew including Equipment and Labor: Push Crew Class A	**Supplier Product Code:**	**First Offer - $375.00**	223 / hour	**$83,625.00**	**Y**	**Y**
AD-21-02--01-02	Schedule A - Crew including Equipment and Labor: Push Crew Class B	**Supplier Product Code:**	**First Offer - $325.00**	223 / hour	**$72,475.00**		**Y**
AD-21-02--01-03	Schedule A - Crew including Equipment and Labor: Cut Crew Class A	**Supplier Product Code:**	**First Offer - $275.00**	223 / hour	**$61,325.00**		**Y**
AD-21-02--01-04	Schedule A - Crew including Equipment and Labor: Cut Crew Class B	**Supplier Product Code:**	**First Offer - $350.00**	223 / hour	**$78,050.00**		**Y**
AD-21-02--01-05	Schedule A - Crew including Equipment and Labor: Push Loader Crew Class A	**Supplier Product Code:**	**First Offer - $275.00**	223 / hour	**$61,325.00**		**Y**
AD-21-02--01-06	Schedule A - Crew including Equipment and Labor: Push Loader Crew Class B	**Supplier Product Code:**	**First Offer - $245.00**	223 / hour	**$54,635.00**		**Y**

Lot Total **$411,435.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
AD-21-02--02-01	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip)	**Supplier Product Code:**	**First Offer - $12.00**	230000 / cubic yard	**$2,760,000.00**		**Y**
AD-21-02--02-02	Schedule B - Collection of	**Supplier**	**First Offer - $12.00**	230000 / cubic yard	**$2,760,000.00**		**Y**

	Debris & Hauling to TDMS or Final Destination: C&D & Mixed Debris Removal - Hauling 25 miles away (50 miles round trip)	**Product Code:**					
AD-21-02--02-03	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)	**Supplier Product Code:**	**First Offer - $12.00**	230000 / cubic yard	**$2,760,000.00**		**Y**
AD-21-02--02-04	Schedule B - Collection of Debris & Hauling to TDMS or Final Destination: Curbside Separation of Mixed Debris	**Supplier Product Code:**	**First Offer - $0.25**	230000 / cubic yard	**$57,500.00**		**Y**
				Lot Total	**$8,337,500.00**		

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
AD-21-02--03-01	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: TDMS Management and Operation	**Supplier Product Code:**	**First Offer - $0.50**	130000 / cubic yard	**$65,000.00**		**Y**
AD-21-02--03-02	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Vegetative Debris Reduction at TDMS	**Supplier Product Code:**	**First Offer - $3.25**	95000 / cubic yard	**$308,750.00**		**Y**
AD-21-02--03-03	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: C&D Debris Reduction at TDMS	**Supplier Product Code:**	**First Offer - $2.00**	35000 / cubic yard	**$70,000.00**		**Y**
AD-21-02--03-04	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Separation of Mixed Debris at TDMS	**Supplier Product Code:**	**First Offer - $3.00**	1 / cubic yard	**$3.00**		**Y**
AD-21-02--03-05	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Haul-out of Reduced Vegetative Debris to a	**Supplier Product Code:**	**First Offer - $5.75**	31500 / cubic yard	**$181,125.00**		**Y**

	City Approved Final Disposal Site					
AD-21-02--03-06	Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS: Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles	**Supplier Product Code:**	**First Offer - $10.75**	2000 / cubic yard	**$21,500.00**	**Y**

Lot Total **$646,378.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
AD-21-02--04-01	Schedule D - Additional Hauling Mileage: Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS	**Supplier Product Code:**	**First Offer - $0.25**	1 / mile	**$0.25**		**Y**
AD-21-02--04-02	Schedule D - Additional Hauling Mileage: Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS	**Supplier Product Code:**	**First Offer - $0.25**	1 / mile	**$0.25**		**Y**

Lot Total **$0.50**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
AD-21-02--05-01	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: TDMS Remediation	**Supplier Product Code:**	**First Offer - $4,900.00**	1 / acre	**$4,900.00**		**Y**
AD-21-02--05-02	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bagged Ice	**Supplier Product Code:**	**First Offer - $3.00**	1 / pound	**$3.00**		**Y**
AD-21-02--05-03	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Bottled Water	**Supplier Product Code:**	**First Offer - $18.00**	1 / case	**$18.00**		**Y**
AD-21-02--05-04	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: ROW White Goods Debris Removal - AC Units Refrigerators and freezers	**Supplier Product Code:**	**First Offer - $65.00**	1 / each	**$65.00**		**Y**
AD-21-02--05-05	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: ROW White Goods Debris Removal - Washers dryers stoves ovens & water heaters	**Supplier Product Code:**	**First Offer - $50.00**	1 / each	**$50.00**		**Y**

AD-21-02--05-06	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Dead Animal Removal	**Supplier Product Code:**	**First Offer - $40.00**	1 / each	**$40.00**	**Y**
AD-21-02--05-07	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Limbs, per tree	**Supplier Product Code:**	**First Offer - $85.00**	6000 / each	**$510,000.00**	**Y**
AD-21-02--05-08	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 6 inch to 12 inch diameter, per tree	**Supplier Product Code:**	**First Offer - $275.00**	196 / each	**$53,900.00**	**Y**
AD-21-02--05-09	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 12.01 inch to 24 inch diameter, per tree	**Supplier Product Code:**	**First Offer - $695.00**	1 / each	**$695.00**	**Y**
AD-21-02--05-10	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 24.01 inch to 36 inch diameter, per tree	**Supplier Product Code:**	**First Offer - $875.00**	31 / each	**$27,125.00**	**Y**
AD-21-02--05-11	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 36.01 inch to 48 inch diameter, per tree	**Supplier Product Code:**	**First Offer - $990.00**	1 / each	**$990.00**	**Y**
AD-21-02--05-12	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Trees - 48.01 inch and larger diameter, per tree	**Supplier Product Code:**	**First Offer - $990.00**	1 / each	**$990.00**	**Y**
AD-21-02--05-13	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 24 inch to 36 inch diameter, per stump	**Supplier Product Code:**	**First Offer - $425.00**	1 / each	**$425.00**	**Y**
AD-21-02--05-14	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter, per stump	**Supplier Product Code:**	**First Offer - $475.00**	11 / each	**$5,225.00**	**Y**
AD-21-02--05-15	Schedule E - White Goods, Dead	**Supplier**	**First Offer - $525.00**	1 / each	**$525.00**	**Y**

	Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter, per stump	**Product Code:**				
AD-21-02--05-16	Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps: Removal of Hazardous Stumps - 60.01 inch diameter and above, per stump	**Supplier Product Code:**	**First Offer - $675.00**	1 / each	**$675.00**	**Y**

Lot Total **$605,626.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch. Docs
AD-21-02--06-01	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away, per tree	**Supplier Product Code:**	**First Offer - $195.00**	1 / each	**$195.00**	**Y**
AD-21-02--06-02	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter, per tree	**Supplier Product Code:**	**First Offer - $190.00**	1 / each	**$190.00**	**Y**
AD-21-02--06-03	Schedule F - Other Trees, Limbs, & Stumps: Removal of Hazardous Stumps (Non-Eligible) - Under 24" - per stump	**Supplier Product Code:**	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
AD-21-02--06-04	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter, per stump	**Supplier Product Code:**	**First Offer - $125.00**	1 / each	**$125.00**	**Y**
AD-21-02--06-05	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter, stump	**Supplier Product Code:**	**First Offer - $375.00**	1 / each	**$375.00**	**Y**
AD-21-02--06-06	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter	**Supplier Product Code:**	**First Offer - $395.00**	1 / each	**$395.00**	**Y**
AD-21-02--06-07	Schedule F - Other Trees, Limbs, & Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter	**Supplier Product Code:**	**First Offer - $475.00**	1 / each	**$475.00**	**Y**
AD-21-02--06-08	Schedule F - Other Trees, Limbs, &	**Supplier**	**First Offer - $550.00**	1 / each	**$550.00**	**Y**

Stumps: Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above	**Product Code:**

Lot Total **$2,555.00**

Supplier Total **$10,003,494.50**

TFR Enterprises, Inc

Item: **Schedule A - Crew including Equipment and Labor:Push Crew Class A**

Attachments

Proposal Submittal - Pembroke Pines.pdf

Title Page

RFP # AD-21-02 "Disaster Debris Management Services"

May 4, 2021

TFR Enterprises, Inc.

601 Leander Drive

Leander, TX 78641

Contact: Tiffany Jean, Senior Contract Administrator

Office: (512) 260-3322

Cell: (512) 565-0710

Email: tiffany@tfrinc.com

Table of Contents

Title Page 1
Letter of Interest 2
Table of Contents 4

Tab 1 - Qualifications and Experience
References Form 6
Notable Experience 11
Past Performance 12
Disaster Debris Experience List 19
Experience with Monitoring Companies 30
FEMA Experience 31
Florida Contractor's License 32
Florida Certificate of Good Standing 33
Certifications 34
Litigation 42

Tab 2 - Ability
Company Overview 43
Organizational Chart 45
Key Personnel 46
Resumes 52
Internal vs. Brokered Services 67
Employee List - Active and On-Call 68
Subcontractors 76
Subcontractor Letters of Commitment 86
Financial Stability 89
Bank Letter 89
Financial Worksheet 90
Bonding Letter 92
Current Standby Contracts 93
Handling Multiple Simultaneous Contracts 97

Tab 3 - Project Understanding and Technical Approach
Proposal Statement 98
Project Approach 99
Subcontractor Plan 136
Quality Control Plan 139

Tab 4 - Availability of Equipment
Mobilization Plan 147
Locations and Equipment Staging 148
Equipment Resource Availability 149
Company Owned Resources 150
Subcontractor Equipment 157
Emergency Services - Vendors 159

Tab 5 - Project Cost
Debris Management Proposal Form 160

Tab 6 - Other Complete Documents

Contact Information Form 168
Non-Collusion Affidavit 170
Proposer's Background Information 171
Exceptions 174

May 4, 2021

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

RE: RFP # AD-21-02 "Disaster Debris Management Services"

To Whom It May Concern:

The TFR family wishes you the best in your selection of a Disaster Recovery Contractor. We understand that the selection of an emergency contractor is a major decision, and we genuinely appreciate you taking TFR Enterprises into consideration. We comprehend and are undaunted by the challenges you may face, as we have been through the process and recovery with over 250 clients who have been impacted by devastating events. TFR Enterprises, Inc. is a national disaster and debris management corporation based in Leander, Texas. With over 31 years of disaster recovery experience, TFR has collected and processed over 25,000,000 cubic yards of debris. We are proud to be recognized for our quality of work and capabilities by being **awarded two divisions on the ACI-USACE debris removal contract.** TFR is prepared, equipped, and ready to provide you with a turnkey, expedited, cost effective emergency response solution.

No job or disaster is too large for TFR to handle. Our experience speaks of itself. In response to the devastating 2005 Hurricane Season where we hauled and processed over **6,000,000 cubic yards** in 180 days, simultaneously managing 14 TDSRS sites. During the 2008 Hurricane Season, TFR executed debris management for **1,800,000 cubic yards** using 10 TDSRS locations. **More recently, the 2017 Hurricane Season proved to be one of the most crippling in US history. TFR managed 26 projects in Texas, Florida, Puerto Rico, and California simultaneously.** With a subcontractor list numbering over 1,000 and a fleet of owned equipment, TFR Enterprises is prepared to tackle your greatest challenges.

Debris clearing, removal, and processing are only the initial phase of your recovery efforts. There are many ancillary tasks that must be undertaken for you and your citizens to get back to life as it was prior to the storm. TFR has extensive experience in all this work, including land-clearing, stream and river clearing and diversion, tree removal, trimming and pruning on parks, golf courses and rights-of-way, tree repair and maintenance, debris recycling, tub grinding, hauling and demolition.

TFR owns over 150 pieces of equipment, including a fleet of self-loading debris hauling trucks, rubber-tired/tracked loaders, heavy-haulers, excavators, dozers, field offices, and eight (8) Diamond-Z Model 1463 Tub Grinders for vegetative debris reduction (grinding). Not only is this equipment uncommitted on current long-term contracts, but all of it is equipment that is primarily designed for use in debris removal operations. This resource of company-owned and controlled assets allows TFR to provide an expedient response.

TFR can respond within 24 hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. TFR's goal is to have a site ready for acceptance of storm-generated debris in less than 24 hours from Notice to Proceed. Our Mobile Command Units have full communications to assist you if your communication abilities have been compromised. Project teams are immediately available to quantify debris, provide an overall damage estimate, and begin a recovery/removal plan.

At TFR, we know that projects of this scope can be of huge financial burden. Our staff is well trained in the FEMA reimbursement process and we are ready to assist you throughout the entire reimbursement process. **ALL TFR'S CLIENTS HAVE RECEIVED 100% OF THE ELIGIBLE REIMBURSABLE AMOUNT.** Our financial strength allows us to help you get the project kicked off and funded while the reimbursement process begins.

Many firms within our industry can provide the financial stability, past performance, and crews of subcontractors. TFR takes pride in having one of the industry's largest fleet of self-owned and maintained equipment. This fleet allows us to mobilize in a more expeditious manner as well as perform multiple projects at a time.

The principals of TFR Enterprises, Inc. declare that this proposal is in all respects and is submitted in good faith without collusion or fraud and the person signing this proposal is authorized to bind the corporation. Also, should TFR be selected we are committed to exceeding the expectations of this RFP and agree with the payment terms.

TFR guarantees that we will comply with and meet the standards listed in the FEMA "Public Assistance Program and Policy Guide."

Once again, thank you for the opportunity to submit this proposal for disaster debris removal and disposal to the City of Pembroke Pines and its representatives.

Primary Contact for RFP:
Tiffany Jean
Senior Contract Administrator
Office: (512) 260-3322 ext. 200
Mobile: (512) 565-0710
tiffany@tfrinc.com

Secondary Contact for RFP:
Teresa Tangorra
Contract Administrator
Office: (512) 260-3322 ext. 205
Mobile: (512) 577-1498
teresa@tfrinc.com

Signature Authority:
Tipton F. Rowland
CEO/President
Mobile (281) 731-4398

FEIN#: 72-1149862

Sincerely,

Tipton F. Rowland,
CEO/President
601 Leander Drive
Leander, Texas 78641
Office: 512-260-3322 ext. 200

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: Iowa Dept of Homeland Security and Em

Address: 6100 NW 78th Ave

City/State/Zip: Johnston, IA 50131

Contact Name: Jordan Moser Title: Strategic Planner

E-Mail Address: Jordan.moser@iowa.gov

Telephone: 512-323-4246 Fax:

Project Information:

Name of Contractor Performing the work: TFR Enterprises, Inc

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: 08/2020 Completion (Anticipated) Date: 12/2020

Size of project: 1,345,640 CY Cost of project: $4,962,064.60

Work for which staff was responsible:

Contract Type: Firm Fixed

The results/deliverables of the project: Satisfactory

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: City of Robertsdale

Address: 22647 Racine Street

City/State/Zip: Robertsdale, AL 36567

Contact Name: Greg Smith Title: City Engineer

E-Mail Address: gregsmith@robertsdale.org

Telephone: 251-947-8955 Fax:

Project Information:

Name of Contractor Performing the work: TFR Enterprises, Inc

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: 09/2020 Completion (Anticipated) Date: 04/2020

Size of project: estimated 157,000 cy Cost of project: $1,930,528.98

Work for which staff was responsible:

Contract Type: Firm Fixed

The results/deliverables of the project: Satisfactory

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: City of Plantation

Address: 400 NW 73rd Avenue

City/State/Zip: Plantation, FL 33317

Contact Name: Steve Rodgers Title: Public Works

E-Mail Address: srodgers@plantation.org

Telephone: 954-452-2535 Fax:

Project Information:

Name of Contractor Performing the work: TFR Enterprises, Inc

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: 09/2017 Completion (Anticipated) Date: 12/2017

Size of project: est. 500,000 cy Cost of project: $7,391,432.00

Work for which staff was responsible:

Contract Type: Firm Fixed

The results/deliverables of the project: Satisfactory

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: Tyndall Air Force Base

Address: 501 Airey Avenue, Ste. 5

City/State/Zip: Tyndall AFB, FL 32403

Contact Name: Johnny Walker Title: Contracting Officer

E-Mail Address: johnny.walker.4@us.af.mil

Telephone: 850-283-1378 Fax:

Project Information:

Name of Contractor Performing the work: TFR Enterprises, Inc

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: 02/2019 Completion (Anticipated) Date: 04/2019

Size of project: est. 151,000 cy Cost of project: $2,314,186

Work for which staff was responsible:

Contract Type: Firm Fixed

The results/deliverables of the project: Satisfactory

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: North Carolina Department of Transporta

Address: 404 South NC Hwy 11-903

City/State/Zip: Kenansville, NC 28349

Contact Name: Chris Rhodes Title: Maintenance Engineer

E-Mail Address: cerhodes@ncdot.gov

Telephone: 910-296-8703 Fax:

Project Information:

Name of Contractor Performing the work: TFR Enterprises, Inc

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: 11/2018 Completion (Anticipated) Date: 11/2018

Size of project: M Cost of project: $496,398.00

Work for which staff was responsible:

Contract Type: Firm Fixed

The results/deliverables of the project: Satisfactory

Notable Experience

> ***"T.F.R. responded quickly to the Governments initial requests. Their efforts contributed directly to the success of the Santa Barbara Flood Debris Removal Mission."***
>
> ***Juan Martinez, Civil Engineer***

- TFR Enterprises, Inc. is a debris removal contractor, first incorporated in 1989 in the State of Tennessee, and actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992.
- TFR has successfully completed more than **250 FEMA funded** disaster projects totaling more than **$350 MIL** and each client receiving **100%** of their eligible reimbursement.
- TFR has **NEVER** defaulted on a contract, failed to complete any project, nor had a payment or performance bond called on for any project.
- TFR owns more than **150** pieces of equipment that is primarily designed for use in debris removal operations.
- TFR's bonding capacity is **$100,000,000**.
- In 2019, Award of **Safety Excellence** from Texas Mutual



- September 2018, TFR partnered with North Carolina DOT to plan and execute emergency cut and shove services for six counties. After review, the team determined each county needed 30 push crews with a crew defined as four people: a bobcat with operator, two saw men/flaggers, and one supervisor with a pickup. In total, **TFR supplied 180 crews** making this one of the largest and most expedient push crew responses in TFR's 30 years of disaster response.
- In 2017, California, Texas, Florida, and Puerto Rico were devastated by crippling disaster events. TFR successfully funded, managed, and completed **26 disaster response missions** simultaneously.
- May 2014, TFR was awarded **two** (5) year Advance Contracting Initiative (ACI) Single Award Task Order Contracts (SATOC) for Debris Management Services within the Southwestern and South Pacific Divisions under the USACE.
- During Hurricane Ike, TFR supplied crews to assist the USACE contractor with the task of opening up Interstate Highway 45 between Houston and Galveston and the Galveston Beach Road 3005 so that other contractor and rescue/recovery crews could access the damaged area. This assistance was provided in addition to TFR's response and performance to 6 of its own prime contracts (which included two counties) **removing in excess of 1,800,000 cubic yards of debris.**
- The 2005 Hurricane Season, which saw major damages from Hurricanes Dennis, Katrina, Rita and Wilma, resulted in TFR handling **6,000,000 cubic yards of debris within 180 days**.

Past Performance

1 Derecho- Iowa Dept of Homeland Security

PERFORMANCE INFORMATION



On August 10, 2020, an unprecedented wind event caused enormous destruction over a large portion of the State of Iowa. In response to this storm, TFR Enterprises was awarded the Derecho debris clean up contract administered by the Iowa Department of Homeland Security. Due to the unparalleled nature of this storm, storm response rollout was slow as making the right decisions rightfully trumped quick decisions.

A mixture of communities self-performing the debris collection in the ROW combined with independent contractors hired independently to perform debris collection services led to an ambiguity in the ever-expanding scope of the job. Initial responses from communities seeking the states' help started at approximately 20 communities in 8 counties and as the debris reduction work and subsequent mulch haul out gained traction, that list quickly ballooned to 45 communities in 15 counties across the state. Initial estimates for the master agreement were in the 600,000-800,000 cubic yards of debris to process but at completion, fell just shy of 1,500,000 yards of reduced and disposed vegetative debris.

As we settled into the final scope of work, TFR staff began working with local community points of contact in effort to eliminate any issues that would cause delays in the performance of the work. Our staff researched and secured locations for final mulch disposal and coordinated with Iowa DNR to ensure each site passed requirements necessary for an FDS designation. Once these locations were state approved, TFR staff coordinated with the state appointed monitoring firm to eliminate potential inefficiencies and ensure monitoring staff and equipment were positioned at the necessary sites. Once all site prep had been completed, production and support equipment were placed on site to begin debris reduction. Following a 3-4 day grinding lead time, our fleet of 8 mulch haul out trucks followed the debris reduction crews on to site. These 8 trucks were able to efficiently haul and dispose of approximately 300,000 yards of mulch debris at FDS sites ranging from 4-55 miles from DMS while working around inclement weather deterrents.

Due to the widely varying size of communities requesting the work, TFR staffed and equipped crews to simultaneously reduce and/or haul debris from 6 different sites. This staffing arrangement gave us the ability to consolidate multiple grinding crews with up to several hundred thousand cubic yards of debris, and at completion, enabled us to disperse crews back to smaller communities in the area. We are certainly pleased to have served a small part in helping Iowans return to normal life absent large piles of vegetive debris on every street corner and feel quite accomplished that the project was completed in the most safe, efficient, and effective way possible.

> "The professionalism, knowledge, insight, and work ethic, displayed by TFR Enterprises' staff is a tribute to your company and is in keeping with the highest standards of emergency response contractors everywhere."
>
> **Jordan Moser, Iowa Dept of Homeland Security**

2 Hurricane Florence- North Carolina DOT

PERFORMANCE INFORMATION



In September 2018, weather forecasters were preparing the coast of North Carolina for the "storm of a lifetime" Hurricane Florence. Three months prior to the formation of Florence, TFR had been awarded the Pre-Event Contract with North Carolina Department of Transportation for Emergency Cut & Shove services. TFR had a kickoff meeting shortly after award to go over the scope of the contract and meet and greet. We expressed to the department that we had just provided over 50 cut and toss crews to Florida DOT after Hurricane Irma, to reassure them that we are not only experienced but have very recent experience in emergency roadway clearance. Three months later, TFR Project Management mobilized to North Carolina on September 12, 2018, in response to Florence. We met with key members of NCDOT to prepare for TFR's response to debris ridden state roads. It was determined by NCDOT and TFR after reviewing the State Maps that for the 6 counties under contract, they each needed thirty crews. The contract defined a push crew as 4 people; a bobcat with operator, 2 saw men/flaggers and one supervisor with pickup. TFR immediately activated resources from its extensive database on standby: 180 bobcats and 720 personnel. Immediately upon Florence's winds reducing to less than 40 MPH, those resources were mobilized to their assigned county and began clearing roadways. This was one of the largest and most expedient push crew responses in TFR's 30 years of disaster response. Many of the counties, if not all of them: Pender, Onslow, New Hanover, Brunswick, Sampson, and Duplin had severe flooding and power outages. One of the serious obstacles TFR faced with this catastrophe was logistics of housing 720 people. Minimal hotels had power, and those had no rooms. TFR was able to engage with local business owners as well as state offices to secure housing when the state was virtually shutting down road by road. With that said, it never affected our crew's ability to maintain a speedy recovery and provide the client with the help they desperately needed. TFR also arranged close coordination with local and state electric authorities to report any major electrical concerns as to expedite the electrical restoration work. All agencies were contacted, and introductions were made 48 hours prior to landfall. This was essential, as the majority of these counties had, standing flood waters, downed trees, and debris, as well as live electrical lines often in the same location. With those obstacles addressed in the pre-event planning stages North Carolina DOT, with the help of TFR, was able to transition from disaster response to disaster recovery with minimal time and impact to the communities affected.

> "This Hurricane, and the devastation it left behind, will stick with me the rest of my life. I hope that we never experience another storm event with the same potential for destruction. However, if we do, the assurance knowing that TFR Enterprises is ready to provide their professional services, gives us the confidence we need to weather another storm."
>
> **Jeffrey Garrett, Pender County Maintenance Engineer**

3 Hurricane Michael- Tyndall Airforce Base

PERFORMANCE INFORMATION



On October 10, 2018 less than one month after Florence made landfall, Hurricane Michael showed up on the Florida Panhandle as a Category 4 hurricane. Michael presented the strongest winds to make US landfill since Andrew in 1992, and the damage was evident. TFR was mobilized to Florida but rode out the storm well out of destructions way. TFR must always ensure the equipment and management is not in a dangerous position, as we cannot risk the absence of it in response. TFR's management immediately headed to Tyndall Air Force Base to help. TFR had just finished responding to Camp LeJeune and Cherry Point military installations after Hurricane Florence so we are very familiar with the processes, procedures, and needs of these facilities. Although the base was a disaster area and looked as if combat had just ended, TFR immediately mobilized all requested resources and we were working 5 days after landfall, clearing roadways, removing hazardous trees and hazardous limbs. We completed several work orders, vegetative and construction and demolition debris removal, tree trimming and removal, reducing the vegetative debris by grinding, and haul out and disposal of C&D and Vegetative mulch. TFR was able to recycle the vegetative debris and metal material as recycling any debris that can avoid the landfills is one of our top company goals. One of the obstacles that TFR experienced in performing this project was access onto the base. There key problem with base access was that several different procedures were being used for granting access. There was a separate contractor involved so it was not done directly by the military and communications were an issue. We worked very closely with the base and the security contractor to resolve the base access issues so the work would not be interrupted, delayed, or stopped completely. Another obstacle that presented itself was the wide variety of materials that this monstrous storm created. TFR houses a staff of highly trained individuals who are proficient in the identification, removal, and storage of all materials that are incidental to a natural or man-made disaster. TFR provided project managers with experience in military base operations in order to meet the expectations of the base OPSEC office. Safety and security are high priorities within TFR organization and management as well as teamwork, and teamwork is what it takes to get the job done. We were honored to help our US military facilities recover from the devastation of the 2018 Hurricanes that made US landfall.

4 Severe Floods- Texas DOT

PERFORMANCE INFORMATION



September 2018 was the wettest September in Texas history. Across Central Texas and the Hill Country, heavy rains led to catastrophic flooding. The floods caused a bridge on FM 2900 in Kingsland Texas to collapse and fall into the surrounding water, Lake LBJ. This surrounding water is used for recreational boating which is essential to the local economy. This bridge is about a quarter mile long and serves as one of the main thoroughfares for the city.

TFR was contracted by the Texas Department of Transportation, TXDOT, to remove the bridge pieces and other hazardous debris from the water so a new bridge could be constructed, and the public could begin to use the lake again. To perform this work in a timely matter, TFR placed excavators and cranes onto barges to help remove the debris while hiring divers to help locate the debris. TFR had 23 individual barges, two excavators on the barges, a 30-ton crane, two-three teamed dive crews and multiple pieces of heavy equipment. TFR has removed debris from the collapsed bridge as deep as 39 feet under the surface of the water.

TFR is operating two sites, the first is on the barge and is used to pull debris from the water and temporarily stockpile it. Each barge holds an excavator, a 30-ton crane, and various other pieces of equipment that are used to remove the debris, along with TFR personnel and the divers. The other various equipment are specialty types used for breaking the larger pieces of bridge into smaller, more manageable sizes. After debris is placed on the barge it is transported to our second site, the segregation site, which is on land. At the segregation site there are self-loading grapple trucks (knuckleblooms), excavators, wheel loaders, and personnel that oversee separating debris by types: C&D, vegetative, concrete, metals, etc. After separating the debris, our knuckle booms are loaded and haul the debris to the final disposal sites or crush the debris for reuse such as crushed concrete and recycled metals.

As previously mentioned, TFR has acquired various types of specialty equipment to remove the debris efficiently and safely. The collapsed sections were long, heavy, and irregularly shaped. The concrete is reinforced with rebar which makes it harder to break into pieces and even heavier. This new specialized equipment helps with cutting through the rebar, so the pieces become smaller and easier to remove. This has included new attachments for the company owned excavators and renting equipment for the divers to use. TFR has purchased a concrete crusher attachment for the excavators to speed up the process of breaking the larger pieces of bridge into smaller pieces that can be removed. This crusher can be submerged in water and break the concrete to reveal the rebar within it. Then the crusher also has powerful shears to cut the rebar safely and quickly which creates a smaller piece of bridge that is removed with the crane. The divers are also using diamond saws that can be completed submerged to quickly cut through large pieces of debris making them more manageable to remove. Other equipment that has been procured by TFR includes a specialty

plasma cutter that can be safely used underwater to cut pieces of rebar that the crusher or diamond saw cannot reach.

TXDOT and TFR have been working closely together to ensure all eligible debris is removed safely and efficiently. TXDOT contracted TFR to assist the company that was contracted to replace the bridge. The other company needed help in removing the previous bridge's footers that were still intact. TFR quickly moved our working barge with the help of a few tugboats to the new site and removed the footers. The footers, like the pieces of bridge, were broken into smaller pieces and removed from the water. These footers were the deepest debris removed at 39 feet and required two dive teams to operate two diamond saws and the specialty welder. TFR efficiently removed the footers from the site so the other company could begin their contracted work.

5 Hurricane Maria- Puerto Rico DTOP

PERFORMANCE INFORMATION



In 2017, TFR was tasked by the Department of Transportation of Puerto Rico, with the debris removal and hazardous tree abatement for the eastern quadrant of the island. This included a wide-spread area encompassing 15 major towns, many miles of rural roads, and “El Yunque”, the only rain forest in the United States Forest System. This area was devastated by cat 5 Hurricane Maria, which brought landslides, flooding, and extensive wind damage. Upon activation TFR quickly mobilized a team of project, safety, and quality control managers to assess the area and plan for the best strategy for recovery. Our managers first segmented the island into 5 regions, with each region reporting bi-daily to the project superintendent. TFR coordinated directly with all entities such as, DTOP, NFS, and NPS to determine their priorities and build the foundation for our mission planning. This allowed our team to cater resources to where they were needed the quickest and provided a seamless line of communication across the entire project. Once management and assessments were in place, TFR deployed over 40 experienced arborists to begin removing downed and hazardous trees in areas where power had not yet been restored. By forming business relationships with state-side freight companies, we were able to rapidly deploy numerous self-loaders, tracked machines, and other important support equipment by barge, with minimal delay to the task at hand. We partnered with local labor providers to ensure a large pool of general labor availability to meet the demands of our client in the timeliest manner. Using in-house resources, continuing sub-contract agreements, and local resources TFR was able to staff hundreds of qualified individuals within a matter of days, and begin recovery operations almost immediately following our NTP. Each region was assigned multiple safety officers to ensure that we maintained a 0% reportable injury rate, as well as to train new hires during the fast-paced onboarding. These safety officers performed daily tailgate meetings, insured traffic control guidelines were followed, and provided for the overall safety of the workers in their respective districts. All safety officers were responsible for implementing the approved AHA/JSA guidelines. This job safety analysis was reviewed by the QCO throughout the project and revised to reflect unforeseen hazards that arose during the mission. After these revisions were made the QC department performed regional training sessions to ensure that all safety officers as well as general employees, were aware of the amendment or addition. Any safety concerns or issues with each sector were reported back to the Regional Quality Control Officer daily. These allowed problems arising in one area to be potentially circumvented in other areas of the project ahead of time.

Our team worked hand and hand with our Leander, Texas headquarters to ensure that all supplies, housing, and logistical needs were streamlined. This support staff was an integral part of ensuring efficient operations given their ability to secure vital resources on a day-to-day basis, many times on short notice. All support staff from HR to the Contract Administrator maintained around the clock availability, allowing them to provide our team with the assistance they needed, when they needed it. These off-site team members were able to procure land use agreements, coordinate subcontractor dispatching, and build vendor partnerships that eased the burden for on-site managers, allowing them to focus on completing the mission. Through clear communications, precise planning, adaptability, and team coordination we successfully removed, reduced, and disposed of more than 494,000 cubic yards of debris and over 39,000 hazardous trees. Crews worked seven days a week and employees were staggered to prevent fatigue and maintain productivity. Our QC Officers made daily status checks with TFR regional project managers as well as the client. Each Officer tasked was project-area specific. This allowed for all work performed to be verified and either corrected or approved, immediately following its completion. With detailed reporting from our quality control department, transparency between operations and safety managers, constant communication with headquarters as well as the client, TFR restored a sense of normalcy to an area that was devasted. Our management system and company policies proved to accomplish this with the shortest impact to the local community, as well as the lowest cost to the Department of Transportation.

Disaster Experience

The following list provides disaster related projects performed by TFR Enterprises in the past 12 years. Most jobs were performed simultaneously as a result of a natural disaster.

Client	Event	Contract Services Provided	Client Contact	Performance Period	Quantities of Work Performed	Contract Value
TXDOT-Kingsland	Texas Severe Storms & Flooding	Waterway Debris Removal of Collapsed Bridge	Shelby Sultemeier	03/21	TBD	TBD
City of Bastrop, LA	Hurricane Laura	ROW Debris Hauling and Disposal	Henry Cotton 318.307.6462 henryccotton@gmail.com	03/21 - Current	TBD	TBD
TXDOT- Travis County	Ice Storm	Debris Hauling and Disposal	Jacob Wells 512.304.8122 jacob.wells@txdot.gov	03/21 - Current	TBD	TBD
City of Corpus Christ, TX	Ice Storm	ROW Debris Hauling and Disposal	Gabriel Maldonado 361.826.1986 gabrielm3@cctexas.com	03/21 - Current	TBD	TBD
Iowa Department of Homeland Security	Derecho Contract #21214	Reduction of Vegetative Debris	Jordan Moser 515.323.4246 jordan.moser@iowa.gov	12/20 - 03/21	TBD	$2,144,553.09 to Date
Hancock County, MS	Hurricane Zeta	ROW Debris Hauling and Disposal	Ben Benvenutti 228.368.4786 ben@ccellc.us	11/20 - Current	TBD	$500,000.00 to Date
City of Choctaw, OK	Ice Storm	ROW Debris Hauling and Disposal	Loren Bumgarner 405.390.8300 lbumgarner@choctawcity.org	02/21 – Current	TBD	$375,000.00 to Date
Oklahoma City, OK	Ice Storm	Debris Removal from City Drainage Channels	Greg Little 405.297.2105 Greg.little@okc.gov	01/21- Current	TBD	TBD
Oklahoma City, OK	Ice Storm	Removal of Debris from City Parks	Jacob Webb 405.919.4169 jacoeb@okc.gov	02/21- Current	TBD	TBD
City of Enid, OK	Ice Storm	ROW Debris Hauling and Disposal	Everett Glenn 580.747.2677 eglenn@enid.org	12/20 - 1/21	5,770 Tons of ROW Debris Hauling and Disposal	$680,915.46

City of Blanchard, OK	Ice Storm	ROW Debris Hauling and Disposal	Robert Floyd 405.485.9392 citymanager@cityofblanchard.us	01/21 - Current	140,000 CY ROW Hauling	$742,000.00 to Date
City of Norman, OK	Ice Storm	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal	Tony Mensah 405.329.2524	10/20 - Current	476,149 CY ROW Debris Hauling	$3,255,338.20 to Date
City of Citronelle, AL	Hurricane Zeta	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal	Tanya Williams 251.866.7977	12/20 - Current	TBD	$942,53.18
ALDOT- Dallas County	Hurricane Zeta	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal	David Bohannon 334.269.2311	12/20 - Current	TBD	$1,008,431.00 to Date
City of Robertsdale, AL	Hurricane Sally	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal	Gregory Smith 251.947.8955	09/20 - Current	TBD	$1,930,528.98 to Date
City of Beaumont, TX	Hurricane Beta	ROW Hauling	Patrick Bardwell 409.880.3720	10/20 – 11/20	ROW Hauling/ Daily Rate	$244,625.00
Rapides Parish, LA	Hurricane Laura	ROW Hauling, Grinding and Final Disposal	Cory Ashmore 318.729.5663	09/20 - Current	TBD	$5,115,000.00 to Date
City of Ruston, LA	Hurricane Laura	ROW Hauling	John Freeman 318.245.2398	09/20-10/20	15,078 CY ROW Hauling	$108,322.08
Louisiana Dept of Transportation	Hurricane Laura	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal	Seth Matherne 225.719.3424	09/20 - Current	2.4M CY to Date- ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal	$41,824,000.00 to Date
City of Beaumont, TX	Hurricane Laura	Rental Equipment	Patrick Bardwell 409.880.3720	08/20-09/20	Rental Equipment	$149,201.00

Iowa Department of Homeland Security	Derecho Contract #21074	Reduction of Vegetative Debris	Jordan Moser 515.323.4246	09/20 - 12/20	1,345,640 CY of Vegetative Debris Reduction by Grinding	$4,962,064.60
City of Cedar Rapids, IA	Derecho	Reduction of Vegetative Debris	Diane Muench 319.286.5023	09/20 - Current	TBD - Vegetative Debris Reduction by Grinding	$7,602,085.31 to Date
City of Corpus Christi, TX	Hurricane Isaias	ROW Hauling	Gabriel Maldonado 361.244.6264	08/20-09/20	60,000 CY of Vegetative Debris from ROW	$575,820.00
City of Norman, OK	Severe Storms	ROW Hauling	Tony Mensah 405.329.2524	07/20-8/20	891 Crew Hours	$150,910.00
TXDOT - Montague County	ROW Maintenance	ROW Removal of Brush and Hazardous Trees, Under Bridge Debris	Mike Hallum 940.665.5071	01/20-07/20	Maintenance Contract	$335,907.00
NCDOT, Carteret, Carven, Jones & Pamlico Counties	Hurricane Dorian	ROW Hauling and Reduction of Debris	Jeremy Stroud 252.775.6103	11/19-01/20	<100,000 CY Debris Removed, Reduced & Disposed	$206,000.00
City of Ingleside, TX	Hurricane Harvey	PPDR Debris & Hazardous Tree Removal	Kimberley Sampson 361.776.2517	11/19	<100,000 CY Debris <1,000 Hazardous Trees	$26,567.54
Beaufort, NC	Hurricane Dorian	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal	Christi Wood 252.728.2141	10/19	<100,000 CY Debris <1,000 Hazardous Trees	$116,383.00
NCDOT, Duplin County	Hurricane Dorian	ROW Emergency Cut & Shove Road Clearance	Kevin Bradshaw 910.682.5100	9/19	35 Crew Hours Cut & Shove Crews	$17,825.00
NCDOT, Onslow County	Hurricane Dorian	ROW Emergency Cut & Shove Road Clearance	David Sawyer 910.467.0550	9/19	63.5 Crew Hours Cut & Shove Crews	$32,337.00
NCDOT- Pender County, NC	Hurricane Dorian	ROW Emergency Cut & Shove Road Clearance	Patrick Riddle 910.467.0505	9/19	86 Crew Hours Cut & Shove Crews	$43,795.00

NCDOT - Sampson County, NC	Hurricane Dorian	ROW Emergency Cut & Shove Road Clearance and Debris Hauling	Kevin Bradshaw 910.682.5100	9/19	36.5 Crew Hours Cut & Shove Crews	$18,587.00
Beaumont, TX	Tropical Storm Imelda	ROW Hauling Flood Debris	Patrick Bardwell 409.880.3720	09/19 - 10/19	Roll off Trucks at Daily Rate, 166 Total	$143,000.00
Donaldsonville, GA	Hurricane Michael	Vegetative Debris Reduction by Burning	Steven Powell 850.209.4165	08/19 - 09/19	47,800 CY	$136,230.00
Raleigh, NC	Hurricane Florence	Vegetative Debris Reduction by Grinding	Timothy Gainer 919.625.3175	02/19 - 03/19	42,000 CY	$125,056.00
Columbus County, NC	Hurricane Florence	Vegetative Reduction by Grinding and Haul Off	Harold Nobles 910.642.5257	02/19 - 03/19	40,000 CY	$318,000.00
Tyndall Airforce Base	Hurricane Michael	Debris Haul-Out off base for Final Disposal	Scott Dubuque 850.283.8644	01/19 - 04/19	151,000 CY	$2,314,186.00
TXDOT - Lee County, TX	Texas Severe Storms & Flooding	ROW Debris Removal, Under Bridge Debris Removal	Lori Wagner 512.832.7057	12/18 - 01/19	1,600 CY	$61,392.00
Llano County, TX	Texas Severe Storms & Flooding	ROW Debris Removal, Final Disposal	Billy Carney 325.423.2762	11/18 - 01/19	18,500 CY	$1,015,669.00
TXDOT - Llano County, TX	Texas Severe Storms & Flooding	ROW Debris Removal	Billy Carney 325.423.2762	10/18	1,100 CY	$49,952.00
TXDOT - Kingsland, TX	Texas Severe Storms & Flooding	Waterway Debris Removal of Collapsed Bridge	Lori Wagner 512.832.7057	10/18 - 07/19	13,838 Operator & Equipment Hours	$7,532,510.00
(KBR) Tyndall Airforce Base	Hurricane Michael	AFB Emergency Debris Hauling & Reduction	Bee Trajkovski 713-753-5872	10/18 - 01/19	71,500 Operator & Equipment Hours	$11,355,773.00

New Hanover County	Hurricane Florence	Landfill Debris Management	Kim Roane 910.798.4402	12/18 - 02/19	Day Rate, 128 Total Dozer with Operator	$175,365.00
(ECC) Camp Lejeune	Hurricane Florence	Utility Right of Way Trimming	Dan Mc Ferrin 720.635.2237	10/18 - 11/18	Day Rate, 560 Total Operator & Equipment	$1,240,865.00
(ECC) Cherry Point	Hurricane Florence	Tree Trimming, Hauling, and Debris Reduction	Craig Duncan 210.632.2493	9/18	Day Rate, 378 Total Operator & Equipment	$944,455.00
NCDOT- Brunswick, NC	Hurricane Florence	ROW Emergency Cut & Shove Road Clearance	Patrick Riddle 910.467.0505	9/18	30 Crews, Cut & Shove 1170 Hours Total	$567,450.00
NCDOT- Columbus County, NC	Hurricane Florence	ROW Emergency Cut & Shove Road Clearance	Ken Clark 910.642.3760	9/18	30 Crews, Cut & Shove 1548 Hours Total	$227,576.00
NCDOT- Duplin County, NC	Hurricane Florence	ROW Emergency Cut & Shove Road Clearance	Kevin Bradshaw 910.682.5100	9/18	28 Crews, Cut & Shove 1023.5 Hours Total	$496,398.00
NCDOT- Onslow County, NC	Hurricane Florence	ROW Emergency Cut & Shove Road Clearance	David Sawyer 910.467.0550	9/18	26 Crews, Cut & Shove 761.25 Hours Total	$346,896.00
NCDOT- Pender County, NC	Hurricane Florence	ROW Emergency Cut & Shove Road Clearance	Patrick Riddle 910.467.0505	9/18	30 Crews, Cut & Shove 958.25 Hours Total	$464,751.00
NCDOT - Sampson County, NC	Hurricane Florence	ROW Emergency Cut & Shove Road Clearance and Debris Hauling	Kevin Bradshaw 910.682.5100	9/18	30 Crews, Cut & Shove 777 Hours Total 14,000 Tons of Debris Hauled & Disposed	$2,895,617.00
NCDOT - New Hanover County, NC	Hurricane Florence	ROW Emergency Cut & Shove Road Clearance	Chris Cocker 910.387.2128	9/18	30 Crews, Cut & Shove 1033.5 Hours Total	$510,463.00
(ECC) Parris Island	Hurricane Florence	Debris Removal & Hazardous Trees on Base	Barbara Growney 201.953.2790	9/18	2 Debris Removal Crews, 1 High Voltage Line Crew	$66,650.00

Port Aransas, TX	Hurricane Harvey	Nature Preserve Debris Removal - Waterway	Leo Wood 228-224-2156	08/18 - 09/18	11,220 CY Removal of Environmentally Sensitive Debris	$1,051,818.00
USACE	California Floods	Flood Creeks/ Channels Debris Hauling	James Constantino 213.452.3237	02/18 - 03/18	45,369 CY Mudslide Debris Removal & Disposal	$6,251,020.00
USACE	California Floods	Flood Basin Debris Removal	Tracy Eccles 661.265.7222	02/18 - 03/18	13,051 CY Mudslide Debris Removal & Disposal	$2,379,000.00
Puerto Rico	Hurricane Maria	ROW Debris Removal, Tree Trimming, Hauling, and Disposal	Emilio Garay 787.380.7078	12/17 - 12/18	494,974 CY Debris 39,411 Hazardous Tree Removal	$35,404,180.00
Miami-Dade	Hurricane Irma	ROW Hauling and Reduction of Debris	Jennyfer Calderon 305.375.5312	12/17 - 04/18	104,500 CY Debris Removal and Reduction	$4,450,000.00
Florida Turnpike	Hurricane Irma	ROW Debris Removal, Tree Trimming, Hauling, and Disposal	Maria Connolly 954.934.1209	09/17 - 10/17	5,436 Hazardous Trees Trimmed/Removed 740 CY Debris Hauled	$2,404,647.00
FLDOT District 01	Hurricane Irma	ROW Debris Removal, Tree Trimming & Removal, Reduction, and Disposal	Amy Perez 863.519.2316	09/17 - 11/17	77,500 CY Debris Hauled 5,625 Hazardous Trees Trimmed/Removed	$6,934,050.00
FLDOT District 02	Hurricane Irma	ROW Debris Removal, Tree Trimming, Hauling, and Disposal	Jennifer Curls 386.961.7561	9/17-11/17	18,736 CY Hauled, Reduced and Disposed 6,419 Hazardous Trees	$2,682,704.00
FLDOT District 05	Hurricane Irma	Debris Removal, Tree Trimming, Hauling, and Disposal, Street Sweeping, Emergency Push Crews	Victor LoPiccolo 386.943.5287	09/17-02/18	31 Push Crews-703 Hours, 918 Miles Street Sweeping, 4500 Hazardous Trees, 45,000 CY Debris Removal	$3,018,580.00

FLDOT District 07	Hurricane Irma	ROW Debris Removal, Tree Trimming, Hauling, and Disposal	Anita Mountjoy 813.975.6442	9/17	1,700 CY Debris Removal & Disposal 68 Hazardous Trees	$46,704.00
City of Plantation, FL	Hurricane Irma	ROW Debris Removal, Hazardous Limb, Tree & Stump removal, Waterway Debris Removal	Dawn Mehler 954.797.2723	9/17-02/18	500,000 CY Debris, 12,000 Limbs, Trees and Stumps 287 Hours Waterway Debris Removal	$8,200,063.00
City of Homestead, FL	Hurricane Irma	ROW Debris Removal, Reduction, Final Disposal, Hazardous Tree & Limb removal, Hourly emergency push crews	Maria Pineda 305.224.4772	9/17-01/18	153,600 CY Debris Removal, Reduction and Haul Out, 3,600 Hazardous Trees, 6,150 Hours Emergency Push Crews	$3,568,027.00
St. John's County, FL	Hurricane Irma	ROW Tree Trimming, Hauling, & Disposal	Benjamin Bright 904.209.0252	10/17-12/17	2,100 Hazardous Hanging Limbs & Leaning Trees Removed	$622,235.00
TXDOT - Victoria, TX	Hurricane Harvey	ROW Debris Removal and Disposal	David Stephens 361.293.4341	10/17-11/17	30,125 CY Vegetative and C&D Debris Removal	$516,582.00
TXDOT - Nueces County, TX	Hurricane Harvey	ROW Debris Removal, Reduction and Final Disposal	Martin Horst 361.808.2261	09/17-12/17	212,000 CY of Vegetative Debris Hauled, Reduced by Grinding and Disposed	$3,603,645.00
TXDOT- Harris County, TX	Hurricane Harvey	ROW Debris Hauling and Disposal	Cody McKenney 281.686.9871	10/17-01/18	13,300 CY Debris Removal & Disposal	$238,150.00
City of Beaumont, TX	Hurricane Harvey	Emergency Pumps and Generators & Dump Trucks, ROW Debris Removal	Tommy Gill 832.767.8118	09/17-10/17	11,750 CY ROW Debris Removal, 2,100 Hours of Dump Trucks, Generators	$490,597.00

City of Dayton, TX	Hurricane Harvey	ROW Debris Removal and Disposal	Theo Melancon 936.258.2642	10/17	1,000 CY ROW Flood Debris Removal C&D	$29,106.00
City of Port Lavaca, TX	Hurricane Harvey	ROW Debris Removal and Incineration Vegetative and C&D	Jody Weaver 361.827.3601	10/17-11/17	30,000 CY of Vegetative Debris Hauled and Incinerated 4,900 CY C&D Hauled & Disposed	$400,451.00
City of Sugarland, TX	Hurricane Harvey	ROW Debris Removal and Disposal	Ilana Harris 281.275.2497	09/17-10/17	2,000 CY C&D hauled from ROW to final disposal	$45,601.00
City of Raleigh, NC	Hurricane Matthew	Debris Reduction by Grinding & Haul out	Kelly Lindsey 919.996.2202	2/17	14,650 CY Vegetative Debris Reduced by Grinding, 8,640 CY Hauled Out	$96,000.00
Port St. Lucie, FL	Hurricane Matthew	ROW Debris Removal, Reduction & Haul Out, Hazardous Tree, Drainage Ditch Debris Removal	Richard Perkins 772.344.4263	10/16-02/17	98,000 CY ROW Debris Removal and Reduction, 5,775 Hazardous Limbs and Trees Removed, 2,800 CY Waterway Debris Removed	$2,706,514.00
FLDOT District 05	Hurricane Matthew	ROW Emergency Road Clearance (Cut & Toss) Debris Removal, Reduction & Disposal, Hazardous Limbs & Trees removed, Street Sweeping, Inlets vacuuming, Sand Hauling	Rick Coe 386.740.3490	10/16-01/17	146,805 CY Debris Hauled, Reduced and Haul-Out to Final Disposal, 57,000 Hazardous Trees & Limbs Removed, 340 Hours Emergency Road Clearance, 470 Miles Street Sweep, 1,011 Inlets Vacuumed	$12,299,889.00
FLDOT District 03	Hurricane Matthew	ROW Debris Removal, Sea Grass Removal, Hazardous Tree Trimming	Amanda Mauldin 850.330.1364	10/16-12/16	14,000 CY Vegetative Debris Removal, 1,600 CY Seagrass Removed, 6,030 Hazardous Leaners & Hangers Removed	$1,480,308.00

FLDOT District 02	Hurricane Matthew	ROW Debris Removal & Disposal, Hazardous Tree & Limb Removal	Jennifer Smith 386.943.5367	10/16-12/16	3,400 CY of ROW Debris Removal Veg & C&D, 6,650 Hazardous Tree & Limbs	$1,307,107.00
LADOTD District 61	Louisiana Severe Storms and Flooding	ROW Flood Debris Removal and Disposal, White Goods & E-waste	Mark Benton 225.379.1164	08/16 - 12/16	240,530 CY Flood C&D Debris Removal and Disposal, 2043 Pounds White Goods and E-Waste Recycled	$3,192,347.00
LADOTD District 03	Louisiana Severe Storms and Flooding	ROW Flood Debris Removal and Disposal	Mark Benton 225.379.1164	09/16-12/16	17,125 CY Flood C&D Debris Removal & Disposal	$185,039.00
Iberia Parish, LA	Louisiana Severe Storms and Flooding	ROW Flood Debris Removal and Disposal	Michael Broussard 337.492.5412	9/16	2,555 CY Flood C&D Debris Removal & Disposal	$30,025.00
Waste Management - East Oak Landfill	Single Contract - 3 Callouts	Grinding Services	Shawn Cockrell 405.427.1112	03/16-04/17	70,000 CY Reduction by Grinding	$105,000.00
Fort Bend County, TX	Texas Severe Storms & Flooding	ROW Flood Debris Removal and Disposal, E-Waste, White Goods, HHW	Marc Grant 218.342.4513	06/16-08/16	48,010 CY C&D Debris, 20,280 Pounds HHW & 9,885 Pounds E-Waste Removal & Disposal	$423,187.00
MD Dept of General Services	Snowstorm	ROW Snow Removal (Hourly Contract)	Denise Wade 240.205.3086	1/16	732 Hours - Snow Removal Equipment and Man Hours	$75,096.00
Collin County, TX	Annual Contract	Grinding Services	Gary Enna 972.548.3700	06/16-09/16	94,400 CY Reduction by Grinding	$347,752.00
TXDOT	Texas Severe Storms & Flooding	ROW Debris Removal and Disposal	Jamie Witten 512.585.4678	11/15	<10,000 CY Debris Removed	$111,779.00
Bastrop County, TX	Texas Severe Storms & Flooding	ROW Debris Removal and Disposal	Mike Fisher 512.848.6693	11/15	<5,000 CY Debris Removed	$43,469.00

City of Guthrie, TX	Ice Storm	Debris Reduction Services	Tenny Maker 405.260.3091	12/15	10,000 CY Vegetative Reduction by Grinding	$15,000.00
City of Edmond, OK	Ice Storm	Debris Reduction Services	Johnny Carter 405.216.7612	12/15-01/16	58,500 CY Vegetative Debris Reduction by Grinding	$175,000.00
Guadalupe County, TX	Tornado	ROW Debris Removal and Disposal	Judge Kutscher 830.303.8857	11/15	550 CY Debris Removal and Disposal	$36,000.00
Texas State University	Texas Severe Storms & Flooding	Debris Removal, Reduction, and Disposal	Joel Soto 512.245.1880	09/15-10/15	11,060 CY Debris Removal & 370 Hazardous Limbs, Trees and Stumps from Campus	$196,400.00
TXDOT Blanco, Bastrop, Caldwell, Lee, Hays,	Texas Severe Storms & Flooding	Debris Removal from Bridges and Waterways	Jamie Witten 512.585.4678	6/15	9,916 CY Bridge Debris Removal and Disposal	$374,000.00
City of Martindale, TX	Texas Severe Storms & Flooding	ROW and Parks Debris Removal and Disposal	Jordan Powell 512.398.1811	06/15-07/15	9,050 CY ROW and Parks Debris Removal & Disposal	$94,000.00
City of Wimberley, TX	Texas Severe Storms & Flooding	ROW Debris Removal, Reduction and Disposal	Mark Kennedy 512.393.2219	06/15-09/15	20,500 CY ROW Debris Removal, Reduction, Disposal	$394,000.00
San Marcos, TX	Texas Severe Storms & Flooding	Debris Removal and Disposal	Bert Stratemann 512.393.8181	06/15-09/15	12,000 CY Debris Removal, Reduction and Disposal,	$439,500.00
TXDOT Recovery	Texas Severe Storms & Flooding	Search and Rescue Services	Jamie Witten 512.585.4678	6/15	635 Manned Equipment Hours, Search and Recovery	$86,400.00
Caldwell County, TX	Texas Severe Storms & Flooding	Debris Removal, Reduction, and Disposal	Jordan Powell 512.398.1811	05/15-07/15	1,300 CY Hauled, Reduced by Grinding & Final Disposal	$29,100.00

Hays County, TX	Texas Severe Storms & Flooding	ROW Debris Removal, Reduction, and Disposal, White Good, E-Waste & HHW	Mark Kennedy 512.393.2219	06/15-09/15	16,764 ROW Debris Removal C&D and Vegetative, White Goods, E-Waste Recycle	$489,009.00
Monterey, TN	Ice Storm	Reduction of Vegetative Debris	Bill Wiggins 931.839.3770	04/15-05/15	15,000 CY Reduction by Grinding	$30,000.00
Overton County, TN	Ice Storm	ROW Debris Removal and Disposal	Ben Danner 931.823.5638	04/15-05/15	53,000 CY Debris Removal	$366,241.00
Putnam County, TN	Ice Storm	ROW Debris Removal, Reduction & Disposal	Randy Porter 931.526.2161	04/15-05/15	102,000 CY Debris Removal and Reduction by Grinding	$1,044,000.00

Experience with Monitoring Companies

Thompson Engineering
2970 Cottage Hill Road
Mobile, AL 36606
Jon Hoyle
(321 303-2543
Jhoyle@thompsoncs.net

Tetra Tech
3475 East Foothill Boulevard
Pasadena, CA 91107-6024
Simon Carlyle
(407) 803-2525

Metric Engineering
13940 SW 136 Street
Miami, FL 33186
Jared George
(850) 980-9700

Rostan Solutions
3433 Lithia Pinecrest Rd., Ste. 287
Valrico, FL 33596
(954) 707-8637
jcousins@rostan.com

FEMA Experience

TFR possesses an intimate understanding of the FEMA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient at possible.

TFR personnel have conducted over 250+ federally funded projects, and as such, has gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With no turnover in our key personnel for the past five (5) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 31 years. Sharon Lyell, our Project Administrator, in conjunction with Tiffany Jean, Contract Administrator, head our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program*:

- Provide extensive pre-event training sessions with review of previous submitted FEMA paperwork
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments
- Train clients on FEMA's Cost Estimating Format, a forward pricing model allowing FEMA to account for all possible costs on large projects
- Assist in the preparation of Immediate Needs Funding (INF) requests
- Review the operational procedures of the FEMA Public Assistance Program as it relates to the overall recovery process
- Inform and prepare for critical meetings with FEMA, emphasis on "Kick-off Meeting" and "Applicant's Briefing"
- Aid in the preparation of Project Worksheets
- Provide, review and confirm accuracy of supporting documentation (i.e. Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement

TFR takes a proactive approach to debris management. Enacting a comprehensive, efficient debris management plan, which retains operational flexibility to address problems on the fly, is vital to the success of the project and our client's realization of full FEMA reimbursement. Upon establishment of a debris management plan, we strongly suggest submitting the plan for FEMA review, relieving undo stress over FEMA acceptance following a disaster event.



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LYELL, SHARON G

T.F.R., INC. OF TEXAS
601 LEANDER DRIVE
LEANDER TX 78641

LICENSE NUMBER: CRC1332507
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on February 8, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of April, 2020

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

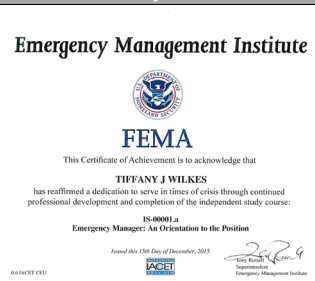
Tracking Number: 6000374481CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

IS-00001 Emergency Manager

Tiffany Jean


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIFFANY J WILKES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00001.a

Emergency Manager: An Orientation to the Position

Issued this 15th Day of December, 2015

0.6 IACET CEU

Tony Russell, Superintendent, Emergency Management Institute

IS-00005 Introduction to Hazardous Materials

Tiffany Jean, Drake Rowland


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIFFANY J WILKES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a

An Introduction to Hazardous Materials

Issued this 14th Day of August, 2015

1.0 IACET CEU

Tony Russell, Superintendent, Emergency Management Institute

IS-00010 Animals in Disasters: Awareness and Preparedness

Roger Barfield


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

ROGER B BARFIELD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00010.a

Animals in Disasters: Awareness and Preparedness

Issued this 10th Day of March, 2020

0.4 IACET CEU

Michael J. Sharon, Deputy Superintendent, Emergency Management Institute, Federal Emergency Management Agency

IS-00011 Animals in Disasters: Community Planning

Roger Barfield


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

ROGER B BARFIELD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00011.a

Animals in Disasters: Community Planning

Issued this 10th Day of March, 2020

0.4 IACET CEU

Michael J. Sharon, Deputy Superintendent, Emergency Management Institute, Federal Emergency Management Agency

IS-00020 Diversity Awareness

Kevin Rolison


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KEVIN E ROLISON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00020.16

Diversity Awareness Course 2016

Issued this 9th Day of May, 2016

0.1 IACET CEU

Tony Russell, Superintendent, Emergency Management Institute

IS-00021 Civil Rights & FEMA Disaster Assistance

Rigoberto Mejia, Teresa Tangorra


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

RIGOBERTO MEJIA JR.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00021.19

Civil Rights and FEMA Disaster Assistance 2019

Issued this 2nd Day of June, 2019

0.1 IACET CEU

Michael J. Sharon, Deputy Superintendent, Emergency Management Institute, Federal Emergency Management Agency

IS-00029 Public Information Officer Awareness

Tate Wilson, Teresa Tangorra


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TATE W WILSON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00029.a

Public Information Officer Awareness

Issued this 8th Day of August, 2019

0.7 IACET CEU

Michael J. Sharon, Deputy Superintendent, Emergency Management Institute, Federal Emergency Management Agency

IS-00035 FEMA Safety Orientation

Tiffany Jean, Julie Rowland, Steven Vinyard, Rigoberto Mejia, Kevin Rolison, Teresa Tangorra, Roger Barfield


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIFFANY J WILKES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00035.15

FEMA Safety Orientation 2015

Issued this 21st Day of December, 2015

0.2 IACET CEU

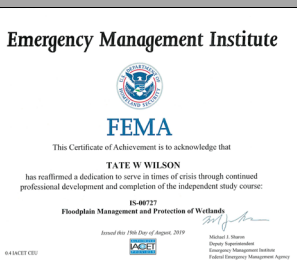
Tony Russell, Superintendent, Emergency Management Institute

IS-00037 Managerial Safety & Health	IS-00061 The Homeland Security Geospatial Concept of Operations In-Depth
Sharon Lyell, Julie Rowland, Steven Vinyard, Rigoberto Mejia, Roger Barfield	Tate Wilson
	
IS-00100 Introduction to Incident Command System	**IS- 00101,2 Preparing for Federal Disaster Operations: FEMA**
Tiffany Jean, Drake Rowland, Julie Rowland, Tate Wilson, Teresa Tangorra, Roger Barfield	Julie Rowland, Tate Wilson, Rigoberto Mejia, Teresa Tangorra
	
IS-00200 ICS for Single Resources & Initial Action Incident	**IS-00201 Forms Used for the Development of the Incident Action Plan**
Tiffany Jean, Drake Rowland, Tate Wilson, Teresa Tangorra	Tate Wilson, Teresa Tangorra
	
IS-00230 Fundamentals of Emergency Management	**IS-00271 Anticipating Hazardous Weather & Community Risk**
Kevin Rolison	Tate Wilson, Teresa Tangorra
	

IS-00317 Introduction to CERT	IS-00321 Hurricane Mitigation Basics for Mitigation Staff
Steven Vinyard	Steven Vinyard
	
IS-00632 Introduction to Debris Operations	**IS-00633 Debris Management Plan Development**
Kevin Rolison, Tate Wilson, Teresa Tangorra, Eric Gebhardt	Kevin Rolison, Teresa Tangorra
	
IS-00660 Introduction to Public-Private Partnerships	**IS-00700 An Introduction to the National Response Partners Incident Management System**
Roger Barfield	Julie Rowland, Tate Wilson, Roger Barfield
	
IS-00703 NIMS Resource Management	**IS-00706 NIMS Intrastate Mutual Aid as an Introduction**
Tate Wilson	Tate Wilson
	

IS-00727 Floodplain Management & Protection of Woodlands

Tate Wilson


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TATE W WILSON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00727

Floodplain Management and Protection of Wetlands

Issued this 19th Day of August, 2019

0.4 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

IS-00800 National Response Framework, An Introduction

Tiffany Jean, Tate Wilson


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIFFANY J WILKES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b

National Response Framework, An Introduction

Issued this 20th Day of March, 2013

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

IS-00906 Basic Workplace Security Awareness

Tiffany Jean


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIFFANY J WILKES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00906

Basic Workplace Security Awareness

Issued this 25th Day of January, 2017

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

IS-00907 Active Shooter: What You Can Do

Tiffany Jean


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIFFANY J WILKES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00907

Active Shooter: What You Can Do

Issued this 11th Day of January, 2017

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

IS-00909 Community Preparedness

Tiffany Jean


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIFFANY J WILKES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00909

Community Preparedness
Implementing Simple Activities for Everyone

Issued this 21st Day of December, 2015

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

IS-01000 Public Assistance Program and Eligibility

Teresa Tangorra


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TERESA TANGORRA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-01000

Public Assistance Program and Eligibility

Issued this 19th Day of December, 2019

0.8 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

IS-01013 Costing – Estimates & the Cost Estimating Format

Tate Wilson


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TATE W WILSON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-01013

Costing- Estimates and the Cost Estimating Format

Issued this 19th Day of August, 2019

0.6 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

IS-02200 Basic Emergency Operations Center Functions

Tate Wilson


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TATE W WILSON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

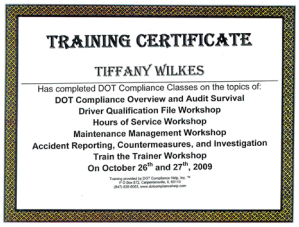
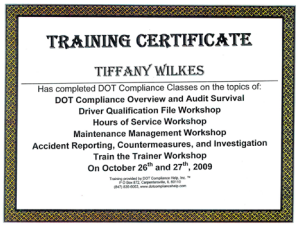
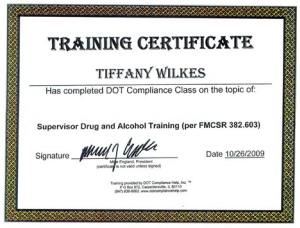
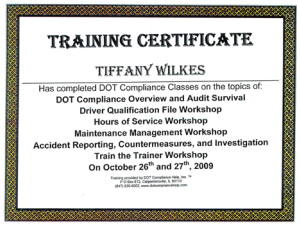
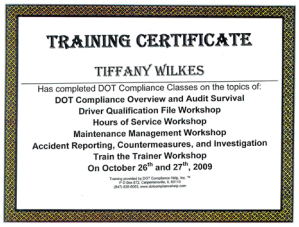
IS-02200

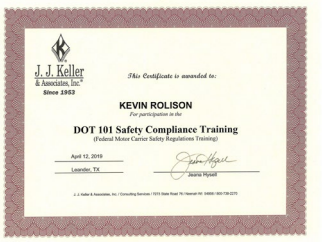
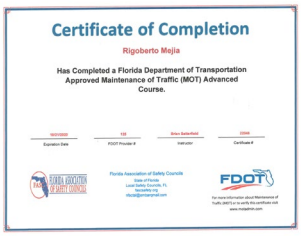
Basic Emergency Operations Center Functions

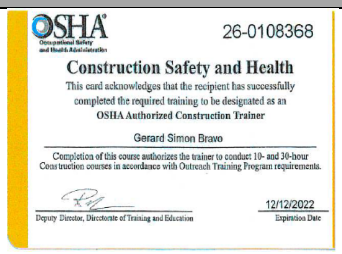
Issued this 9th Day of August, 2019

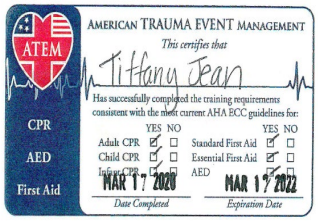
0.4 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Debris Management Planning for State, Tribal & Local Officials	DOT Compliance: Overview and Audit Survival
Sharon Lyell, Julie Rowland	Tiffany Jean
	
DOT Compliance: Driver Qualification File Workshop	**DOT Compliance: Supervisor Drug and Alcohol Training**
Tiffany Jean	Tiffany Jean
	
DOT Compliance: Maintenance Management Workshop	**DOT Compliance: Accident Reporting, Countermeasures, and Investigation Train the Trainer Workshop**
Tiffany Jean	Tiffany Jean
	
DOT Compliance: Hours of Service Workshop	**Development of DOT: Required Safety Management Controls and Federal Motor Carrier Safety Administration Compliance**
Tiffany Jean	Sharon Lyell
	

Bill Judge 60/60 DOT Supervisor Training	DOT 101 Safety Compliance Training
Kevin Rolison	Kevin Rolison
	
FLDOT: Maintenance of Traffic (MOT) Advanced Course	**FLDOT: Temporary Traffic Control (TTC) Advanced Course**
Rigoberto Mejia, Kevin Rolison	Roger Barfield, Steven Vinyard
	
Governor's Hurricane Conference: TS10. Debris Management	**Governor's Hurricane Conference: TS12. Evaluating Debris Management and Monitoring RFP's**
Tiffany Jean	Julie Rowland
	
Level 1 Antiterrorism Awareness Training	**OSHA – HAZWOPER**
Sharon Lyell, Rigoberto Mejia, Kevin Rolison, Steven Vinyard	Drake Rowland
	

OSHA - Occupations Safety and Health in Construction	OSHA - Construction Safety and Health
Rigoberto Mejia, Tate Wilson	Gerard Bravo
	
OSHA - #502 Update for Construction Industry Outreach Trainers	**OSHA - #500 Trainer Course in OSHA Standards for the Construction Industry**
Gerard Bravo	Gerard Bravo
	
OSHA - #510 Occupational Safety and Health Standards for the Construction Industry	**Registered Flagger – Texas**
Gerard Bravo	Kevin Rolison
	
Project Management Workshop	**USACE: Construction Quality Management for Contractors- #784**
Tiffany Jean, Sharon Lyell, Kevin Rolison	Tiffany Jean, Sharon Lyell, Rigoberto Mejia, Drake Rowland, Steven Vinyard
	

USACE: Construction Safety	Texas Mutual Insurance: Award of Safety Excellence 2019
Kevin Rolison	TFR Enterprises, Inc.
	
Construction Health and Safety Technician	**American Trauma Event Management - CPR, AED & First Aid Training**
Tate Wilson	Sharon Lyell, Teresa Tangorra, Tiffany Jean, Steven Vinyard, Arturo Campos, Tate Wilson, Sally Wallace, Drake Rowland
	

Summary of Litigation

TFR Enterprises, Inc. v. Florida Department of Transportation, Target Engineering Group, LLC formerly known as Target Engineering Group, Inc.

After repeated efforts to obtain payment for Monitoring-firm issued and signed tickets for a debris removal job contracted by the Florida Department of Transportation, TFR was forced to file suit in order to protect the interests of its local subcontractors, the Company and other vendors. Despite repeated requests by TFR to amicably resolve this matter, FDOT provided no reasonable grounds for refusing payment (all payments were for work authorized and completed as evidenced by signed debris tickets or other comparable support). TFR spent almost two years negotiating with FDOT to resolve the nonpayment without the need for formal legal proceedings. TFR only undertook formal legal action after exhausting all other avenues failed and when FDOT refused to resolve this matter in good faith. (This suit is currently in the discussions phase.)

Company Overview

Disasters are unpredictable. Disasters can vary in size, scope, and intensity. Yet given this inherent unpredictability, governments can take the necessary steps to ensure the safety and relief of their constituency.

At TFR, we address the needs of our clients long before the establishment of a relationship. Every project is different. Every state, county or city, desire and highlight different aspects of disaster relief and recovery that they deem MOST important. With this ever-changing landscape in mind, TFR continually stresses the proper due diligence and planning to fully comprehend the type of service that each client desires. We routinely review and scrutinize our operational and management plans to assure that we present the most practical, efficient structure to complete the project. TFR's knowledgeable management team retains over 90 years of combined experience responding to hurricanes, floods, and other various disasters. Pre-planning allows TFR to rapidly and efficiently respond to any project in any location should the need arise.

TFR Spotlight

TFR has collected more than 25,000,000cy of disaster debris and handled more than 60,000,000cy of disaster debris.

What allows TFR to provide an expedient response? Pre-planning certainly encompasses a large portion of this service. In addition, TFR maintains a fleet of over a hundred (150+) pieces of company-owned equipment pre-positioned across the Southeastern United States. By staging equipment directly outside the impact zone, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. Furthermore, TFR can prep and construct a debris management site for immediate acceptance of storm-generated debris in less than 24 hours. To fully augment our operational capacity and to aid the organization of relief efforts, Mobile Command Units can be deployed to enhance response and achieve greater coordination between parties. Concurrently, project teams scour the impacted area to quantify debris, deduce an overall damage estimate and adapt our preplan accordingly.

TFR prepares for economic instability in the immediate aftermath of natural or man-made disasters by maintaining strong relationships with suppliers and organizing resources for dispatch. Additionally, TFR owns the necessary equipment to house and feed personnel temporarily as the local business community reacts and rebounds from such a disaster. Other initial and vital supplies, such as fuel, parts trailers, welders, wood, and other necessities, are brought from the home office to certify that work stoppages shall not occur due to inadequate logistics. However, the backbone of our logistical support team is our maintenance crew. TFR would not be capable of providing the timely, cost-effective service that we do without the knowledge and experience our maintenance crew retains. With a dedicated warehouse at the home office to two (2) traveling equipment trailers, the TFR maintenance crew ensures that our equipment is functioning safely and efficiently with limited downtime. We strive to foresee any potential encumbrances and take the appropriate actions to safeguard against such occurrences.

Operationally, TFR manages on the principal of transparency. We always remain available to answer questions, address issues immediately, and submit reports on time. This is to the benefit of all parties involved, as this is a team effort to respond to a major disaster. As safety and contract responsibility are the utmost priorities to the principals and officers of TFR, it is the policy of management to see that its employees and subcontractors conduct themselves with integrity and courtesy in the performance of their duties. Following a disaster event, there is an urgency to remediate the damage and return to normalcy as

quickly as possible. The principals and officers of TFR firmly believe that this and price competitiveness can be achieved courteously and without sacrificing health, safety, and contract integrity.

Price is a large determinant of any decision an informed consumer discerns. TFR fully understands that providing the highest value-added service is sometimes not enough to, alone; secure a contract, as different clients desire different qualities in a personalized project. TFR can fulfill these needs by utilizing Company-owned equipment and manpower. These resources allow TFR to control costs subsequently discounting price without conceding overall quality and safety, which is a corporate must. Our mission is to provide our customers with the highest level of service at a fair and market competitive price.

History

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid, and complete service in the industry with federal, state, and local governments, providing expedient, cost-effective disaster debris management, removal, reduction and cleanup services to over 350 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

A family-owned and operated corporation headquartered in Leander, Texas, 20 miles outside Austin, Texas; TFR also owns and operates a tub-grinding division, responsible for vegetative debris reduction and recycling projects. Although disaster response remains our primary scope of business, TFR exploits natural adaptations and synergies to complement our current service offerings to include land clearing, tree removal, trimming and pruning on parks, golf courses and right-of-way, tree repair and maintenance, debris management, tub grinding, hauling and demolition.



TFR owns over 150 pieces of equipment, including debris-handling trucks, such as self-loaders, heavy-haulers, excavators, dozers, and numerous mobile command units. To accommodate our client's debris reduction needs, TFR also owns six (6) Diamond Z 1463 Tub Grinders and two (2) horizontal grinders. With the largest collection of tub grinders in the industry, TFR can rapidly and efficiently dispose of massive amounts of storm generated debris. In addition, to our extensive list of company-owned equipment, TFR maintains highly valued, working relationships with over one thousand (1000) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.

TFR has completed more than 85 projects in Disaster Response in the last five (5) years. We have successfully performed on USACE projects, and many other federal, state, and local government projects. In the past, TFR has received multiple multi-million-dollar task orders from our clients spanning across a large geographical area. By applying our own resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

When you hire TFR Enterprises, you get us, not a General Contractor with mostly subcontractors. We will arrive on time. We will self-perform all key elements of the project to ensure our end service, and in some cases much of the entire Delivery order with our own equipment and personnel. We can bring our own camps to house our project personnel until community establishments are staffed and operational again. Our service is disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with the City of Pembroke Pines and its community to provide a full-service disaster relief and recovery effort.

TFR Enterprises, Inc

Organizational Chart

President/ CEO
Tipton Rowland

Vice President
Drake Rowland

Chief Operating Officer
Scott Argiro

CFO
Julie Rowland

Fleet Manager
Eric Gebhardt

Sr. Contract Administrator
Tiffany Jean

Program & Quality Control Manager
Sharon Lyell

Environmental Health & Safety Manager
Tate Wilson

HR / AP
Sally Wallace

Contract Administrator
Teresa Tangorra

Operations Manager
Kevin Rolison

Operations Planner
Rigoberto Mejia

Project Manager
Mel Utterback

Project Manager
Steven Vinyard

Maintenance of Traffic Coordinator
Roger Barfield

Service Manager
Mike Mejia

Key Personnel

The TFR team is ready to handle your debris removal needs. As Prime, TFR will have full responsibility for the effective execution of the emergency debris contract. A proven federal contractor, we have an established organizational structure and staffing approach that provides clearly defined lines of communication and authority, in-place contract management procedures, and program/project staff experienced in working with USACE, FEMA, and other government contingency/disaster staff.

Key Personnel

TFR brings highly qualified key personnel and a long history working with debris monitoring and debris removal. Our collective disaster experience, on over 250 different disasters, ranges from providing debris removal management and leadership for tornado response efforts to various hurricane responses (Maria, Irma, Michael, Katrina, Sandy, Irene, and more). No one understands and brings the in-depth knowledge of disaster response and debris management better than us!

Organization

Our organization is designed to deliver proactive leadership to any area, while effectively managing all project risk and providing maximum responsiveness to our clients. TFR will exercise total control of all management activities. We provide each client with a dedicated, proven team prepared to execute any debris management mission with the highest degree of quality, professionalism, and efficiency.

Key Advantages of Our Key Personnel and Staffing Approach

- ☑ **TFR responsible for contract execution.** Our proven project delivery process has demonstrated our success in fully integrating in-house personnel and team members on similar time-sensitive disaster response programs.
- ☑ **Highly qualified key personnel, hand-selected for their expertise and experience.** We offer skilled project managers and safety professionals who have responded to some of the largest man-made and natural disasters and provided debris services across the country.
- ☑ **Cohesive and efficient execution.** Clear roles and responsibilities/communication channels.
- ☑ **Ability to handle fluctuating workloads and simultaneous projects.** In 2017, TFR performed 26 simultaneous projects in 4 states.
- ☑ **Extensive in-house resources ensure ability to staff multiple teams when needed** 350+ available debris management personnel.
- ☑ **Consider it Handled!** Committed team highly experienced in debris, ready when you need us.

Our management approach, proven on other disaster response contracts we've held, will be applied to this contract and establish the roles and responsibilities for the debris mission's Pre-Execution Planning Team key personnel (Operation, Planning, Quality Control, Environmental, Health and Safety) as well as supporting staff.

With a robust network of subcontractors and vendors, and firsthand knowledge of their capabilities and performance in emergency response and debris management, we readily access the best performers to quickly support the demands we expect under this contract.

The TFR team will be supplemented by additional subcontractors as needed, tapping into local medium-sized and small businesses (SBs) to achieve cost and execution efficiency. We will obtain added resources for emergency debris projects through our extensive network of offices and subcontractors proximate to each job site, employing the most cost-effective means of accomplishing the work (e.g., self-perform, subcontract, combination).

TFR's organizational structure minimizes the gap between the Operations Manager and the Sector/Site Manager(s), depending upon the size and scope of the response. We believe that by keeping the degree of separation between the management staff and field supervisors to a minimum, our entire team will be better connected and benefit from the increased level of communication. Our team organization structure also features:

- **Streamlined Chain-of-Command led by the assigned Team's Operations Manager,** empowered by Corporate leadership to make decisions and access resources to ensure effective response to mission requirements.

- **Disaster Response-Experienced Leaders in every Key Position**, our debris specialists are ready today to deliver results and work as a Team both internally and with all stakeholders.

- **Disaster Response Experienced Program Support Team**, our support personnel are well-experienced in disaster response scenarios and ready to ensure the right organic and subcontracted resources are ready to mobilize and go to work immediately.

TFR Spotlight

"Mr. Utterback ensured that each crew had clear direction and when the Governments priorities changed the crews were extremely flexible and adjusted with no delay or complaints."

Craig Duncan, ECC

- **An established network of Strategic Partners and Pre-Qualified Subcontractors**, guaranteeing our ability to bring needed resources to the project team quickly and with a high level of confidence in their capabilities to meet project demands.

Our key personnel have been selected due to their experience in executing disaster recovery projects, leadership skills, and debris expertise, along with their ability to mobilize immediately to disasters across the country.

Experience and Qualifications of Key Personnel

To provide the most responsive proposal**,** TFR has assembled a diverse team with experience in a multitude of debris missions including, but not limited to, hurricanes, floods, tornadoes, wildfires, ice storms, oil spills, landslides, and other natural and man-made disasters. These individuals have a complete understanding of the roles, responsibilities, lines of communication and challenges involved with rapid deployment in disaster scenarios.

Key Personnel	Position	Email	Phone
Tipton Rowland	CEO	tiffany@tfrinc.com	(281) 731-4398
Julie Rowland	CFO	julier@tfrinc.com	(512) 260-3322
Drake Rowland	Vice President	draker@tfrinc.com	(512) 569-4605
Chase Rowland	Director of Operations	chaser@tfrinc.com	(512) 569-4607
Kevin Rolison	Operations Manager	kevin@tfrinc.com	(512) 944-8766
Rigo Mejia	Operations Planner	rigo@tfrinc.com	(512) 779-7722
Sharon Lyell	Program & QC Manager	sharon@tfrinc.com	(512) 576-3000
Tate Wilson	EHS Manager	tate@tfrinc.com	(254) 396-2995
Tiffany Jean	Sr. Contract Administrator	tiffany@tfrinc.com	(512) 565-0710
Teresa Tangorra	Contract Administrator	teresa@tfrinc.com	(512) 577-1498
Steven Vinyard	Project Manager	steven@tfrinc.com	(512) 619-1087
Mel Utterback	Project Manager	tiffany@tfrinc.com	(606) 776-9782
Roger Barfield	MOT Coordinator	tiffany@tfrinc.com	(407) 868-0568
Sally Wallace	HR/AP	sally@tfrinc.com	(512) 931-9031

Tipton F. Rowland, Chief Executive Officer/President

Mr. Rowland acquired his grandfather's company (Robinson & Son Tree Service, Memphis. TN) in 1988 and incorporated the company as TFR Enterprises, Inc. in 1989. A disaster services division was added in 1992 to include, debris management following a disaster event such as hurricanes, floods, ice storms, tornados, and earthquakes. Projects that have been undertaken and successfully completed under his supervision include vegetative and C&D debris removal from Rights-Of-Way, vegetative and C&D debris removal from streams and canals, debris site management, weed and brush control services, tree pruning, trimming and removal services, mulch and compost production services, vegetative debris incineration (both open burn and air curtain), vegetative reduction by grinding, separation and recycling of C&D debris and demolition of residential structures. Mr. Rowland has overseen 250+ separate disaster response projects, federally funded by the Federal Emergency

Management Agency (FEMA). By providing "hands-on" oversight as president and Chief Executive Officer of TFR Enterprises, Inc. he has successfully performed as damage assessment evaluator, cost proposal estimator, project supervisor, safety and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

Julie A. Rowland, Chief Financial Officer/Secretary
Julie Rowland graduated from the University of Memphis in 1992 with a BA in Communications. Since joining the company in 1989, she has served as the administrative and financial accounting manager for all projects. She is responsible for the oversight of all financial records and systems for the company, overseeing a staff of 10 clerks. She is the principal advisor to the President on all matters relating to cooperative agreements and procurement, as well as financial management, controls, and accounting functions. She has overall responsibility for final reconciliation of accounts for issues involving subcontractors and clients. In addition, Julie Rowland is responsible for providing outside agencies such as banks, bonding and insurance companies and auditors with necessary financial information and assists the independent auditor with financial statements and income tax preparation.

Kevin Rolison, Operations Manager
Mr. Rolison has 17 years of hands-on field experience in debris removal operations. He started as a grapple truck operator with TFR Enterprises, Inc., in 2002 and is now a seasoned Operations Manager. He has deployed to more than 80 emergency debris removal projects for federal, state, and local government entities. Before joining TFR Kevin had 10 years of heavy equipment and commercial truck driving experience. In 2004, Mr. Rolison served as project manager on various projects resulting from Hurricanes, Charley, Frances, Jeanne, and Ivan in the state of Florida. In 2005 after Hurricane Katrina, Kevin deployed to Louisiana and worked as a Project Manager for Belle Chase Military base. In 2006 deployed immediately to Texas after Hurricane Rita he continued as a Project Manager working simultaneously in 6 counties. His strong verbal and written communication skills, leadership skills, experience and diplomacy quickly promoted him to project Operations Manager. Mr. Rolison's tenure enables him to easily estimate cubic yardage at a historically accurate level, create an operational plan and efficiently execute it for a successful response to complex and diverse debris removal projects caused by hurricanes, tornados, floods, mudslides, ice storms, fires, and man-made disasters.

Sharon Lyell, Program and Quality Control Manager
Sharon Lyell has more than 26 years in quality control and project management. Mrs. Lyell has overseen TFR's sub-contracts and sub requirements such as insurance and W-9's as well as project documentation for FEMA reimbursement for 13 years. Formerly a team member of the Quality Control Department at Emerson Process Controls for 12 years, she has extensive training and experience in quality control, assurance, and process improvements. This experience has proven invaluable in complying with federal regulations required by Emergency Debris Removal contract performance and documentation to receive FEMA reimbursements.

Rigo Mejia, Operations Planner
Mr. Mejia joined TFR Enterprises, Inc in 2008 after Hurricane Ike made landfall in Texas. Rigo has 11 years of on-site experience in emergency debris operations responding to hurricanes, ice storms, floods, fires, tornados, and mudslides. With experience working in all phases of debris management such as hauling, grinding, equipment operations, tree trimming and removal, water way debris removal, site set-up (permitting) and restoration, equipment repairs, managing personnel and subcontractors and more. Well versed in field and site operations, he has become a veteran operations planner. Rigo worked with USACE on LA Division Basin and Channel Debris Removal after the mudslides in 2017. Rigo attends pre-event readiness meetings with clients annually and assists with creation of debris management plans as needed. When TFR is not on an active project, Rigo spends his time at Austin headquarters taking inventory and assessing equipment needs. He schedules maintenance and repairs, orders necessary inventory of critical stock parts so that equipment can be immediately repaired to avoid

downtime during a debris recovery project. He keeps in open communication with subcontractors to retain critical relationships even while no contracts are active. He has responded to more than 28 federally declared disasters and has a vast knowledge of debris removal operations, equipment and FEMA guidelines.

Tate Wilson, Environmental, Health and Safety Manager
Tate Wilson joined TFR Enterprises, Inc. in July of 2019 as Project Manager/Environmental Health and Safety Manager. He brings with him a fresh set of eyes in our company and industry. His experience comes from many years of heavy construction and clearing work. He is an expert at all levels of the clearing process: trimming, cutting, grinding, loading, hauling, and grading. Having worked on high profile projects for companies such as Exxon, Shell, and BP, Mr. Wilson has experience in completing large scale projects. Mr. Wilson has extensive health and safety knowledge as well, providing our crews with added security to ensure that everyone returns home the same way they arrived.

Steven Vinyard, Project Manager
Steven Vinyard joined TFR Enterprises, Inc. in June of 2015 as a field supervisor and his enthusiasm for quality and efficiency quickly led him into the role of Project Manager for emergency debris management. Mr. Vinyard has 20 years of hands-on experience with all types of heavy equipment, specialized machinery, and commercial trucks. His experience in operating and repair and maintenance of all types of equipment is invaluable in managing daily operations of emergency debris removal projects. Steven's positive attitude, willingness to help others and clear communication skills naturally leads others to reach maximum potential in safety, production, and quality. Mr. Vinyard has participated in successful management of more than 30 contract task orders responding to a variety of natural disasters such as hurricanes, floods, tornados, and straight-line winds. Mr. Vineyard's experience has allowed him to become proficient in FEMA guidelines on eligibility for right of way debris removal, hazardous leaners and hangers, stumps, right of entry requirements for private property debris removal and water way debris removal, exceptions for gated community access as well as locating, permitting, setting up and site remediation for temporary debris management sites.

Mel Utterback, Project Manager
Melvin Utterback became an integral part of the TFR Team in 2004 when he came on board to assist in the clean-up efforts following Hurricane Ivan. TFR was called upon for immediate support in debris removal and hazardous tree trimming at the Naval Air Station (NAS) Pensacola. Mel proved to be a capable self-loading grapple truck operator, as well as an excellent equipment operator with effective leadership skills. With the specialized skills and team-work attitude that Mel possesses, he earned swift promotion to Project Manager for TFR. After Katrina hit Mississippi-Louisiana coast in 2005, Mel was called to the lead at Gulfport Navy Base and Belle Chase Naval Air station in New Orleans. Conditions at the bases were extremely primitive, Mel and his team slept on the ground for 6 weeks while building a man cap out of a golf course for the military and Seabees. Because of his accurate documentation, strict adherence to Job Safety Analysis and Zero Defects, Mel is TFR's go-to Senior Project Manager for Federal Contracts and Military installations. Mr. Utterback has the ability to successfully lead debris management crews in all operations; debris hauling, ROW emergency push, hazardous tree work, large and multiple debris site management and grinding operations to load and haul out and final disposal. Mel has successfully managed emergency debris projects for TFR over 16 years and has zero recordable injuries throughout his tenure with the company. Mr. Utterback's effective communication skills and experience with critical logistics planning continues to earn him excellent project evaluations from Emergency Debris Management contracts managed under his direction.

Roger Barfield, Maintenance of Traffic
Barfield joined TFR Enterprises, Inc., in 2016 following a successful employ for a Heavy Highway Construction Firm out of Texas. As a safety manager in civil construction Roger gained valuable knowledge in all aspects of Occupational Health and Safety and Project Supervision. Roger was specifically tasked with implementing road detours, road closures, bridge closures, high traffic maintenance and direction/diversion of traffic. This experience

makes him the TFR expert on ROW safety. Mr. Barfield recruits, trains, and manages all maintenance of traffic crews for TFR Department of Transportation jobs nationwide as well as flaggers on city and county projects. Roger spent several months in deteriorated conditions in Puerto Rico in response to Hurricane Maria devastating the island. He was the safety manager for debris operations for the entire eastern quadrant of the island. His supervision led to a successful zero injury and zero incident record for that project. Roger has also served as administrator and project supervisor on 4 military bases. His position on other storm recovery contracts includes quality assurance, safety, traffic maintenance and project superintendent.

Mike Mejia, Service Manager
Mike Mejia joined TFR Enterprises, Inc in 2008 after Hurricane Ike made landfall in Texas. Mr. Mejia has 12 years of experience performing equipment repairs and maintenance. The specialized fleet owned by TFR Enterprises requires Mike to have an in-depth knowledge of every type of equipment from Self-Loading Knuckleboom trucks to Diamond Z 1463 Tub Grinders. Mike can design and fabricate any part for any machine in our fleet during emergency debris operations, ensuring minimal to no down time. Mike leads the maintenance crews both on-site during disaster response and in house at the TFR Headquarters where the fleet is maintained and repaired when not responding to disasters. Mike also orders all inventory of critical replacement parts for key components as well as shop supplies and specialty tools. He also sets the priorities and schedules of equipment repairs and maintenance for all in house mechanics. Mike oversees safety and housekeeping in the TFR shop and has successfully managed zero injuries or incidents in the last 5 years.

Tiffany Jean, Senior Contract Administrator
Tiffany Jean joined TFR Enterprises, Inc after graduating from Texas A&M University in 2007. She has more than 12 years of Contract Quality Control experience where her attention to detail and responsiveness is extraordinary and her value within the organization is unparalleled. Mrs. Jean handles all contract documentation, all city, county, and state registrations throughout the United States. Tiffany ensures field documentation on debris removal projects follows contract requirements and the Quality Control Plan for FEMA reimbursement. She stays abreast of FEMA changes in policy while maintaining excellent ongoing relationships with all TFR's clients. This experience has proven invaluable in complying with federal regulations required by Emergency Debris Removal contract performance and documentation to receive FEMA reimbursements.

Teresa Tangorra, Contract Administrator
Teresa Tangorra joined TFR Enterprises, Inc. in November 2019. After spending more than 20 years in the insurance industry, Mrs. Tangorra has extensive experience with natural disasters and their aftermath. She has joined the Contract Administration Department with decades of experience working with contracts and policies and an eye for detail. Teresa does research and development of RFP's and handles contract documentation for city, county, and state registrations throughout the United States. She stays updated on FEMA changes in policy and regulations required by Emergency Debris Removal contracts.

Sally Wallace, Human Resources/Accounts Payable
Sally Wallace joined TFR Enterprises, Inc. in February of 2018. She has over 20 years of experience in Accounting, HR, Payroll serving as both a Full Charge Bookkeeper and Office Manager. She has experience in certified payroll for multiple jobs and has effectively handled an increase in employee count from 18 employees to 90 employees in less than two weeks when disasters strike. Sally also participates in continuing education classes to remain in compliance with DOT regulations for onboarding of CDL drivers and assists our fleet department and project management to ensure employee training and documentation of training is current.

Division of Responsibilities

President/Chief Operating Officer

The President will provide financial resources, equipment, and personnel in support of project. Supports and invests authority and oversight to Operations Manager, Operations Planner, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

Vice President/Director of Operations

Has authority to commit Corporation, sign contract and modifications. The Vice President/Director of Operations will report to the President and be liaisons between the Company personnel and Client Representative. The DOO is responsible for contract interpretation and application to Company personnel, and implementation of Scope of Work.

Operations Manager

The Operations Manager will report to the Director of Operations and Vice President. Has complete responsibility and authority for project execution and serves as the Client's point of contact regarding project operations, budget, safety, and schedule. It is the Operations Manager's obligation to maintain a high level of communication with the Client Representative to ensure their knowledgeable and in agreement with all aspects of the operations.

Safety Officer

Safety Officer will report to both the President and Operations Manager. Has complete responsibility and authority over all safety issues at all levels of contract performance including the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. Includes documentation, daily reporting requirements, communication and conducting onsite training and inspections.

Quality Control Officer (Program Manager)

Quality Control Officer will report to the Operations Manager. Has complete responsibility and authority over matters relating to contract Scope of Work adherence and assignments of QC personnel to field crews. Includes documentation, daily reporting requirements, and communications.

Environmental Manager

Environmental Manager will report to the Operations Manager. Has complete responsibility and authority over matters relating to compliance with Environmental regulations and requirements, permitting and site inspection and approval. Includes documentation, daily reporting requirements, and communications.

Operations Planner

The Operations Planner will report to the Operations Manager, responsible for day-to-day operations, includes waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Load and Haul and Site Managers.

Project Manager

The Project Managers will report to Operations Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Right of Way crews and Crew Foremen.

Site Manager

Site Manager will report to a Project Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of functions such as site entry and separation activities, debris reduction activities, White Goods/e-waste/HHW material separation and handling and C&D sorting, separating, and recycling activities as well as general site management.

Tipton Rowland
President / Chief Executive Officer
601 Leander Drive
Leander, Texas 78641
M: (281) 731-4398

Introduction

Tipton Rowland founded TFR Enterprises, Inc. in 1989. A disaster services division was added in 1992 to include debris management following disasters such as hurricanes, floods, ice storms, tornados, and earthquakes. Projects that has been undertaken and successfully completed under his supervision include Vegetative and C&D Debris Removal from Rights-of-Way and from streams and canals, Temporary Debris Storage and Reduction Site (TDSRS) management, weed and brush control services, tree pruning, trimming and removal services, mulch and compost production services, vegetative debris incineration (Open Burn and Air Curtain), vegetative reduction by grinding, separation and recycling of C&D debris and demolition of residential structures. Mr. Rowland has overseen 150+ separate disaster response projects, which were federally funded by the Federal Emergency Management Agency (FEMA). By providing "hands-on" oversight as President and Chief Executive Officer of TFR Enterprises, Inc., he has successfully performed as damage assessment evaluator, cost proposal estimator, project supervisor, safety, and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Zeta	Hancock County, MS	2020
Ice Storm	City of Norman, OK	2020
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	North Carolina DOT	2019
Hurricane Florence	North Carolina DOT	2018
Hurricane Maria	Puerto Rico DTOP	2017
Hurricane Irma	Florida DOT	2017
Texas Floods	Texas DOT	2015
North Carolina Ice Storm	North Carolina DOT	2014
Bastrop Wildfire	Bastrop County, TX	2011
Hurricane Ike	Fort Bend County, TX	2008
Hurricane Wilma	Pensacola Naval Air Station	2005
Hurricane Katrina	Pensacola Naval Air Station	2005
North Carolina Ice Storm	City of Raleigh, NC	2002
Disaster Debris Management Projects		1992-1996

Areas of Expertise

- Director of Debris Management
- TDSR Site Locating
- Pricing of Proposals
- Negotiating Contract Terms
- Maintaining relationships with subcontractors, clients, suppliers, and vendors

Julie Rowland
Chief Financial Officer
julier@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 751-9799

Introduction

Julie Rowland joined TFR Enterprises, Inc. in 1989 and came onboard full time after graduating from the University of Memphis with a bachelor's degree. She has been involved in the overall wellbeing of the company since its formation. Julie has 30 years' experience in Debris Management Operations. She possesses the ability to effectively manage on-site and off-site project personnel and operations management. Julie monitors key metrics on projects and immediately acts to rectify any inefficiencies. Julie has strong relationships with customers, subcontractors, vendors, monitoring firms and suppliers. Transparency and open communication are key to a successful emergency debris removal contract and that is Mrs. Rowland's approach. Her leadership and ability to work in fast paced environments makes her an important asset on disaster jobs. Applying lessons learned from 30 years of involvement in hundreds of projects, she has put processes and procedures in place to ensure compliance and reduce or eliminate the possibility of deficiencies. Her experience in management of debris removal operations is unparalleled in the industry.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Sally	City of Robertsdale, AL	2020
Hurricane Laura	Louisiana DOT	2020
TX Floods	Lee & Llano Counties, TX	2019
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Onslow County, North Carolina DOT	2018
Hurricane Maria	Puerto Rico, DTOP	2017
Hurricane Irma	Turnpike, Florida DOT	2017
Hurricane Hermine	Tallahassee, Florida DOT	2016
Louisiana Floods	Louisiana DOT	2016
Texas Floods	Hays Count, Texas DOT	2015
North Carolina Ice Storm	North Carolina DOT	2014
Bastrop Wildfire	Bastrop County, TX	2011
Hurricane Ike	Fort Bend County, TX	2008
Hurricane Dolly	Cities of Katy & Sugarland, TX	2008
Missouri Ice Storm	City of Republic, MO	2007
Hurricane Rita	San Augustine County, TX (USACE)	2005

Education/Certifications

- Bachelor of Arts- Communications, University of Memphis
- FEMA IS: 035, 037, 100, 101, 700, Debris Management Planning for State, Tribal, and Local Officials
- GHC TS 10: Debris Management & Monitoring RFPs

Drake Rowland
Vice President
Draker@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 569-4605

Introduction

Drake Rowland is the son of the owner Tipton Rowland. He has been working at TFR since he was in high school spending his summers assisting in any way possible. Drake has first-hand experience from the ground up with all aspects of TFR's work. From assisting our mechanics to running job sites Drake has seen it all. He also graduated from Texas A&M University in 2018 with his Bachelor's in Mechanical Engineering. Since then, he has worked full time at TFR as the Vice President. In this role he has performed client outreach, ensured TFR compliance with all regulations, and other roles to help TFR run smoothly and grow as a company. Drake has extensive knowledge on the industry and knows what it takes to get the job done efficiently and correctly.

Recent Notable Events & Projects

Event	Project	Year
Texas Floods	Kingsland, Llano Co., Lee Co., TXDOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune, NC	2018
Hurricane Florence	Brunswick, Sampson, Duplin, Onslow, NCDOT	2018
Hurricane Harvey	Victoria, Nueces, and Harris Counties, TXDOT	2017
California Mudslide	San Bernardino, CA (USACE)	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Matthew	District 5, Florida DOT	2016
Louisiana Floods	District 03 & 61, Louisiana DOT	2016
Texas Floods	San Marcos & Wimberly, TX	2015

Education/Certifications

- Bachelor of Science-Mechanical Engineering, Texas A&M University
- FEMA IS: 005, 100, and 200.
- USACE: Construction Quality Management for Contractors, #784
- OSHA 40-Hour HAZWOPER Training
- CPR Certified

Scott Argiro
Chief Operating Officer
scott@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (724) 263-5127

Introduction

Scott Argiro holds over 25 years of innovative, strategic leadership experience within the environmental/transportation industries, with demonstrated expertise building culture, efficient processes, and exceptional customer experience. Scott holds a BA from Penn State University, MA in Public Relations/Advertising from Duquesne University, and an MBA from Point Park University. He spent 10 years within the environmental waste industry where he led environmental divisions in Pennsylvania and Colorado with combined division revenue responsibility of over $100M. Scott has served on several corporate operational focus groups tasked with developing operational service and safety standards. He is well versed in conducting OSHA/Focus 6 safety training programs as well as driving efficient operational processes.

Recent Notable Events & Projects

Event	Project	Year
Ice Storm	City of Norman, OK	2020
Ice Storm	City of Enid, OK	2020
Ice Storm	City of Blanchard	2020
Hurricane Laura	District 03, 05, 07, 08, 58, Louisiana DOT	2020
Hurricane Laura	Rapides Parish	2020
Hurricane Zeta	Dallas County, Alabama DOT	2020
Hurricane Zeta	Hancock County, MS	2020
Hurricane Sally	City of Robertsdale, AL	2020
Derecho	City of Cedar Rapids, IA	2020
Derecho	Iowa Department of Homeland Security	2020

Education/Certifications

- BA-Psychology, Penn State University
- MA-Public Relations/Advertising, Duquesne University
- MBA-Point Park University
- RCRA Hazardous Waste Certification – The Hazmat School 2016
- Target Account Selling (TAS)
- Sandler Sales Training Systems

Kevin Rolison
Operations Manager
Kevin@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 944-8766

Introduction

Mr. Rolison joined TFR Enterprises, Inc. in 2002 and immediately began taking a very hands-on approach in debris removal operations. He started as a grapple truck operator and is now a seasoned Operations Manager. He has deployed to more than 80 emergency debris removal projects for federal, state, and local government entities. Before joining TFR, Kevin had 10 years of heavy equipment and commercial truck driving experience. In 2004, Mr. Rolison served as project manager on various projects resulting from Hurricanes Charley, Frances, Jeanne, and Ivan in the state of Florida. In 2005 after Hurricane Katrina, Kevin deployed to Louisiana and worked as a Project Manager for Belle Chase Military Base. In 2006, he deployed immediately to Texas after Hurricane Rita where he continued as a Project Manager, working simultaneously in 6 counties. His strong verbal and written communication skills, leadership skills, experience and diplomacy quickly promoted him to project Operations Manager. Mr. Rolison's tenure enables him to easily estimate cubic yardage as a historically accurate level, create an operational plan and efficiently execute it for a successful response to complex and diverse debris removal projects caused by natural and manmade disasters.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Laura	Louisiana DOT	2020
Maintenance Contract	Montague County, TXDOT	2020
Hurricane Isaias	City of Corpus Christi, TX	2020
Hurricane Dorian	Beaufort, NC	2019
Hurricane Florence	Duplin, Onslow, Pender, Sampson (NCDOT)	2018
Hurricane Irma	Florida DOT, District 5	2017
Hurricane Harvey	Victoria, TXDOT	2017
Hurricane Matthew	City of Port St. Lucie, FL	2016
Louisiana Floods	Louisiana DOT	2016
Texas Floods	Fort Bend County, TX	2015
Colorado Floods	Larimer County, CO	2014
Arkansas Ice Storm	Saline County, AR	2013
Hurricane Sandy	State of New Jersey	2012
Bastrop Wildfire	Bastrop County, TX	2011

Education/Certifications

- FEMA IS: 020, 035, 230, 632, 633
- DOT: 101 Safety Compliance Training, Supervisor Training
- FLDOT: Maintenance of Traffic (MOT) Advanced Course
- USACE: 30 Hour Construction Safety
- Texas: Registered Flagger
- Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- 60/60 DOT Supervisor Training

Melvin Utterback
Project Manager
mel@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (606) 776-9782

Introduction

Melvin Utterback became an integral part of the TFR Team in 2004 when he came on board to assist in the clean-up efforts following Hurricane Ivan. TFR was called upon for immediate support in debris removal and hazardous tree trimming at the Naval Air Station (NAS) Pensacola. Mel proved to be a capable self-loading grapple truck operator, as well as an excellent equipment operator with effective leadership skills. With the specialized skills and team-work attitude that Mel possesses, he earned swift promotion to Project Manager for TFR. After Katrina hit Mississippi-Louisiana coast in 2005, Mel was called to the lead at Gulfport Navy Base and Belle Chase Naval Air station in New Orleans. Conditions at the bases were extremely primitive, Mel and his team slept on the ground for 6 weeks while building a man cap out of a golf course for the military and Seabees. Because of his accurate documentation, strict adherence to Job Safety Analysis and Zero Defects, Mel is TFR's go-to Senior Project Manager for Federal Contracts and Military installations. Mr. Utterback has the ability to successfully lead debris management crews in all operations; debris hauling, ROW emergency push, hazardous tree work, large and multiple debris site management and grinding operations to load and haul out and final disposal. Mel has successfully managed emergency debris projects for TFR over 16 years and has zero recordable injuries throughout his tenure with the company. Mr. Utterback's effective communication skills and experience with critical logistics planning continues to earn him excellent project evaluations from Emergency Debris Management contracts managed under his direction.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Zeta	Dallas County, ALDOT	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Carteret, Craven, Jones, Pamlico NCDOT	2019
Hurricane Dorian	Town of Beaufort, NC	2019
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Cherry Point Marine Air Base, NC	2018
Hurricane Florence	Camp Lejeune US Marine Air Base, NC	2018
Hurricane Irma	Plantation & Homestead, FL	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Matthew	District 5, FLDOT	2016
Severe Ice Storm	City of Tulsa, OK	2007
Hurricane Katrina	Gulfport, MS Naval Base	2005
Hurricane Katrina	New Orleans, LA Belle Chase	2005
Hurricane Ivan	Pensacola, FL Navy Base	2004

Rigoberto Mejia
Operations Planner / Project Manager
Rigo@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 779-7722

Introduction

Mr. Mejia joined TFR Enterprises, Inc., in 2008 after Hurricane Ike made landfall in Texas. Rigo's on-site experience since joining TFR includes emergency debris operations responding to hurricanes, ice storms, floods, fires, tornados, and mudslides. With experience working in all phases of debris management such as hauling, grinding, equipment operations, tree trimming and removal, water way debris removal, site set-up (permitting) and restoration, equipment repairs, managing personnel and subcontractors and more. Well versed in field and site operations, he has become a veteran operations planner. Rigo worked with USACE on LA Division Basin and Channel Debris Removal after the mudslides in 2017. Rigo attends pre-event readiness meetings with clients annually and assists with creation of debris management plans as needed. When TFR is not on an active project, Rigo spends his time at Austin headquarters taking inventory and assessing equipment needs. He schedules maintenance and repairs, orders necessary inventory of critical stock parts so that equipment can be immediately repaired to avoid downtime during a debris recovery project. He keeps an open communication with subcontractors to retain critical relationships even while no contracts are active. He has responded to more than 28 federally declared disasters and has a vast knowledge of debris removal operations, equipment, and FEMA guidelines.

Recent Notable Events & Projects

Event	Project	Year
Derecho	City of Cedar Rapids, IA	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Beaufort, NC	2020
TX Floods	Kingsland, TXDOT	2018
California Mudslide	Santa Barbara, CA (USACE)	2018
Hurricane Maria	Puerto Rico DTOP	2017
Hurricane Irma	Miami-Dade County Parks & Recreation, FL	2017
Hurricane Irma	City of Homestead, FL	2017
Hurricane Matthew	City of Port St. Lucie, FL	2016
Hurricane Matthew	District 2, FLDOT	2016
TX Floods	Fort Bend County, TX	2016
Oklahoma Ice Storm	City of Edmond, OK	2015
TX Floods	Hays County, San Marcos, Wimberley, TX	2015
Tennessee Ice Storm	Overton County, TN	2015
Oklahoma Ice Storm	City of Norman, OK	2013
South Dakota Ice Storm	City of Sioux Falls, SD	2013

Education/Certifications

- FEMA IS: 021, 035, 101
- FLDOT: Maintenance of Traffic (MOT) Advanced Course
- OSHA: Occupations Safety and Health in Construction
- USACE: Construction Quality Management for Contractors #784

Steven Vinyard
Project Manager
Steven@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (254) 396-2995

Introduction

Steven Vinyard joined TFR Enterprises, Inc. in June of 2015 as a field supervisor and his enthusiasm for quality and efficiency quickly led him into the role of Project Manager for emergency debris management. Mr. Vinyard has more than 20 years of hands-on experience with all types of heavy equipment, specialized machinery, and commercial trucks. His experience in operating, repair, and maintenance of all types of equipment is invaluable in managing daily operations of emergency debris removal projects. Steven's positive attitude, willingness to help others and clear communication skills naturally leads others to reach maximum potential in safety, production, and quality. Mr. Vinyard has participated in successful management of more than 30 contract task orders responding to a variety of natural disasters such as hurricanes, floods, tornados, and straight-line winds. Mr. Vinyard's experience has allowed him to become proficient in FEMA guidelines on eligibility for right of way debris removal, hazardous leaners and hangers, stumps, right of entry requirements for private property debris removal and water way debris removal, exceptions for gated community access as well as locating, permitting, setting up and site remediation for temporary debris management sites.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Carteret, Craven, Jones & Pamlico Counties, NCDOT	2020
Hurricane Michael	Donaldsonville, GA	2019
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune & Cherry Point, NC Military Bases	2018
Texas Floods	Lee County, Texas DOT	2018
Hurricane Irma	Florida Turnpike, Florida DOT	2017
Hurricane Irma	City of Homestead, FL	2017
Hurricane Harvey	City of Port Aransas, TX	2017
Hurricane Harvey	Harris County, Victoria & Port Lavaca, TXDOT	2017
Hurricane Matthew	City of Raleigh, NC	2016
Hurricane Matthew	City of Port St. Lucie, FL	2016
Hurricane Matthew	District 5, Florida DOT	2016

Education/Certifications

- FEMA IS: 035, 037, 317, 321
- FLDOT: Temporary Traffic Control (TTC) Advanced Course
- USACE: Construction Quality Management for Contractors #784
- Level 1 Antiterrorism Awareness Training
- CPR Certified

Tate Wilson
Environmental Health & Safety Manager
Tate@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (254) 396-2995

Introduction

Tate Wilson joined TFR Enterprises, Inc. in July of 2019 as Project Manager/Environmental Health and Safety Manager. He brings with him a fresh set of eyes in our company and industry. His experience comes from many years of heavy construction and clearing work. He is an expert at all levels of the clearing process: trimming, cutting, grinding, loading, hauling, and grading. Having worked on high profile projects for companies such as Exxon, Shell, and BP, Mr. Wilson has experience in completing large scale projects. Mr. Wilson has extensive health and safety knowledge as well, providing our crews with added security to ensure that everyone returns home the same way they arrived.

Recent Notable Events & Projects

Event	Project	Year
Severe Storms	Kingsland, Texas DOT	2021
Ice Strom	City of Enid, OK	2020
Ice Storm	City of Norman, OK	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Isaias	City of Corpus Christi, TX	2020
Severe Storms	City of Norman, OK	2020
Hurricane Dorian	Beaufort Count, NC	2019
Hurricane Dorian	Duplin, Onslow, Pender, Sampson Counties, NCDOT	2019
Hurricane Harvey	City of Ingleside, TX	2019
Tropical Storm Imelda	City of Beaumont, TX	2019

Education/Certifications

- FEMA IS: 029, 061, 100, 101, 200, 201, 271, 632, 700, 703, 706, 727, 800, 1013, 2200
- OSHA: Occupations Safety & Health in Construction
- CHST: Construction Health & Safety Technician -Board of Certified Safety Professionals
- CPR Certified

Juan (Mike) Mejia
Service Manager, Lead Mechanic
mike@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 944-4327

Introduction

Mike Mejia joined TFR Enterprises, Inc in 2008 after Hurricane Ike made landfall in Texas. Mr. Mejia has 12 years of experience performing equipment repairs and maintenance. The specialized fleet owned by TFR requires Mike to have an in-depth knowledge of every type of equipment from Self-Loading Knuckleboom trucks to Diamond Z 1463 Tub Grinders. Mike can design and fabricate any part for any machine in our fleet during emergency debris operations, ensuring minimal to no down time. Mike leads the maintenance crews both on-site during disaster response and in house at the TFR Headquarters where the fleet is maintained and repaired when not responding to disasters. Mike also orders all inventory of critical replacement parts for key components as well as shop supplies and specialty tools. He also sets the priorities and schedules of equipment repairs and maintenance for all in house mechanics. Mike oversees safety and housekeeping in the TFR shop and has successfully managed zero injuries or incidents in the last 5 years.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Zeta	Hancock County, MS	2020
Hurricane Laura	City of Beaumont, TX	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Sampson County, North Carolina DOT	2019
Hurricane Florence	Columbus County, NC	2019
Texas Floods	Llano County, TX	2018
Texas Floods	Kingsland, Llano Co., Lee Co., Texas DOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Harvey	Port Aransas, TX	2017
Hurricane Harvey	Victoria, Nueces, and Harris Counties, Texas DOT	2017
Hurricane Irma	Plantation & Homestead, FL	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Matthew	Port St. Lucie, FL	2016
Hurricane Matthew	District 5, Florida DOT	2016
Louisiana Floods	District 03 & 61, Louisiana DOT	2016
Texas Floods	San Marcos & Wimberly, TX	2015
Texas Floods	University of Texas – Wimberly	2015
Severe Ice Storm	City of Norman, OK	2014
Severe Storms & Flooding	Larimer County, CO	2013
Severe Storms & Flooding	Weld County, CO	2013
Severe Storms & Flooding	Longmont, CO	2013
Severe Storms & Flooding	Larimer County, CO	2013
Tornado	Oklahoma City, OK	2013
Tornado	Cleveland County, OK	2013
Wildfire	Bastrop County, TX	2011

Roger Barfield
Safety & Health Manager
roger@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (407) 868-0568

Mr. Barfield joined TFR Enterprises, Inc., in 2016 following a successful employ for a Heavy Highway Construction Firm out of Texas. As a safety manager in civil construction Roger gained valuable knowledge in all aspects of Occupational Health and Safety and Project Supervision. Roger was specifically tasked with implementing road detours, road closures, bridge closures, high traffic maintenance and direction/diversion of traffic. This experience makes him the TFR expert on ROW safety. Mr. Barfield recruits, trains, and manages all maintenance of traffic crews for TFR Department of Transportation jobs nationwide as well as flaggers on city and county projects. Roger spent several months in deteriorated conditions in Puerto Rico in response to Hurricane Maria devastating the island. He was the safety manager for debris operations for the entire eastern quadrant of the island. His supervision led to a successful zero injury and zero incident record for that project. Roger has also served as administrator and project supervisor on 4 military bases. His position on other storm recovery contracts includes quality assurance, safety, traffic maintenance and project superintendent.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Laura	Louisiana DOT	2020
Maintenance Contract	Montague County, Texas DOT	2020
Hurricane Dorian	Pamlico, Carteret, Craven, and Jones, NCDOT	2019
Hurricane Dorian	Parris Island, SC	2019
Hurricane Dorian	Beaufort County, NC	2019
Hurricane Dorian	Pender County, NC	2019
ROW Trimming	Marshall County, Texas DOT	2019
ROW Debris Removal	Bastrop County, TX	2019
Hurricane Michael	Donaldsonville, GA	2019
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune, Cherry Point, NC	2018
Hurricane Florence	Brunswick, Duplin, and Onslow Counties, NCDOT	2018
Hurricane Florence	Pender, Columbus, and Sampson Counties, NCDOT	2018
Hurricane Harvey	Victoria, Nueces, and Harris Counties, Texas DOT	2017
Hurricane Maria	Puerto Rico DTOP	2017
Hurricane Irma	St. John County, FL	2017
Hurricane Irma	District 2, Florida DOT	2017
Hurricane Irma	Turnpike, Florida DOT	2017
Hurricane Matthew	District 5, Florida DOT	2016
Hurricane Hermine	District 3, Florida DOT	2016

Education/Certifications

- Florida Department of Transportation, Approved Temporary Traffic Control (TTC) Advanced Course
- FEMA IS: 010, 011, 035, 037, 100, 660, 700

Sharon Lyell
Program & Quality Control Manager
Sharon@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 576-3000

Introduction

Sharon Lyell has 25 years of experience in quality control and project management. Mrs. Lyell's role as TFR's Quality Control Officer and Program Manager is fully committed to assuring contract compliance. She has overseen field operations during TFR's contract performance, subcontractor conformity and project reimbursement documentation for FEMA funding for 14 years. She builds and maintains excellent working relationships with hundreds of qualified debris hauling and hazardous tree removal subcontractors nationwide. Sharon has the authority to stop work for quality issues &/or non-compliance. Formerly a team member of the Quality Control Department at Emerson Process Controls for 12 years, she has extensive training and experience in quality control, assurance, zero defects and process improvements. This experience has proven invaluable in assuring full compliance with Public Assistance Program and Policies throughout Emergency Debris Removal Contract performance. Sharon continually reviews FEMA policies and stays abreast of changes to procedures to ensure 100% funding for applicants.

Recent Notable Events & Projects

Event	Project	Year
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Beta	City of Beaumont, TX	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Beaufort County, NC	2019
Hurricane Dorian	Duplin, Onslow, Pender, Sampson Counties, NCDOT	2019
Texas Floods	Llano County, TX	2018
Texas Floods	Kingsland, Llano Co., Lee Co., Texas DOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune & Cherry Point, NC	2018
Hurricane Florence	Brunswick, Sampson, Duplin, Onslow, NCDOT	2018
Hurricane Harvey	Port Aransas, TX	2017
Hurricane Harvey	Victoria, Nueces, and Harris Counties, Texas DOT	2017
California Mudslide	San Bernardino, CA (USACE)	2017
Hurricane Irma	Plantation & Homestead, FL	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Maria	Puerto Rico DTOP	2017
Hurricane Matthew	Port St. Lucie, FL	2016
Hurricane Matthew	District 5, Florida DOT	2016

Education/Certifications

- FEMA IS:037, Debris Management Planning for State, Tribal & Local Officials
- FEMA IS:037.19 Managerial Health & Safety
- USACE: Construction Quality Management for Contractors #784
- DOT: Required Safety Management Controls & Federal Motor Carrier Safety Admin Compliance
- Joint Chiefs of Staff - Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- CPR Certified

Tiffany Jean
Senior Contract Administrator
Tiffany@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 565-0710

Introduction

Tiffany Jean joined TFR Enterprises, Inc after graduating from Texas A&M University in 2007. She has more than 12 years of Contract Management experience where her attention to detail and responsiveness is extraordinary and her value within the organization is unparalleled. Mrs. Jean handles all contract documentation, all city, county, and state registrations throughout the United States. Tiffany ensures field documentation on debris removal projects follows contract requirements and the Quality Control Plan for FEMA reimbursement. She stays abreast of FEMA changes in policy while maintaining excellent ongoing relationships with all TFR's clients. This experience has proven invaluable in complying with federal regulations required by Emergency Debris Removal contract performance and documentation to receive FEMA

Recent Notable Events & Projects

Event	Project	Year
Hurricane Zeta	Hancock County, MS	2020
Ice Strom	City of Norman, OK	2020
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Beaufort County, NC	2019
Hurricane Dorian	Duplin, Onslow, Pender, Sampson Counties, NCDOT	2019
Texas Floods	Llano County, TX	2018
Texas Floods	Kingsland, Llano Co., Lee Co., TXDOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune & Cherry Point, NC	2018
Hurricane Florence	Brunswick, Sampson, Duplin, Onslow, NCDOT	2018
Hurricane Harvey	Port Aransas, TX	2017
Hurricane Harvey	Victoria, Nueces, and Harris Counties, Texas DOT	2017
California Mudslide	San Bernardino, CA (USACE)	2017
Hurricane Irma	Plantation & Homestead, FL	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Maria	Puerto Rico DTOP	2017
Hurricane Matthew	Port St. Lucie, FL	2016
Hurricane Matthew	District 5, Florida DOT	2016
Louisiana Floods	District 03 & 61, Louisiana DOT	2016

Education/Certifications

- Bachelor of Arts- History, Texas A&M University
- FEMA IS: 001, 005, 035, 100, 200, 800, 906, 907, 909
- USACE: Construction Quality Management for Contractors, #784
- Project Management Workshop
- DOT Compliance Workshops: Audit Survival, Driver Qualification Files, Hours of Service, Maintenance Management, Accident Reporting, Supervisor Drug and Alcohol
- GHC TS 10: Debris Management
- CPR Certified

Teresa Tangorra
Contract Administrator
Teresa@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 577-1498

Introduction

Teresa Tangorra joined TFR Enterprises, Inc. in November 2019. After spending more than 20 years in the insurance industry, Mrs. Tangorra has extensive experience with natural disasters and their aftermath. She has joined the Contract Administration Department with decades of experience working with contracts and policies and an eye for detail. Teresa does research and development of RFP's and handles contract documentation for city, county, and state registrations throughout the United States. She stays updated on FEMA changes in policy and regulations required by Emergency Debris Removal contracts.

Notable Events & Projects

Event	Project	Year
Ice Storm	City of Blanchard, OK	2020
Ice Storm	City of Norman, OK	2020
Ice Storm	City of Enid, OK	2020
Hurricane Zeta	Alabama DOT	2020
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Beta	City of Beaumont, TX	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Laura	Rapides Parish, LA	2020
Hurricane Laura	City of Ruston, LA	2020
Severe Storms	City of Beaumont, TX	2020
Central Texas Floods		2018
Hurricane Harvey		2017
East Texas Floods		2016
Central Texas Floods & Tornados		2015
Travis County Flash Floods		2014
Bastrop Wildfire		2011
Central Texas Floods		2010
Hurricane Ike		2008
Austin Hailstorm		2008
San Marcos Hailstorm		2006
Hurricane Rita		2005
Central Texas Floods		1998

Education/Certifications

- FEMA IS: 021, 029, 035, 100, 101, 200, 201, 271, 632, 633, 1000
- CPR Certified

Sally Wallace
Human Resources/Accounts Payable
sally@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 931-9031

Introduction

Sally Wallace joined TFR Enterprises, Inc. in February of 2018. She has over 20 years of experience in Accounting, HR, Payroll serving as both a Full Charge Bookkeeper and Office Manager. She has experience in certified payroll for multiple jobs and has effectively handled an increase in employee count from 18 employees to 90 employees in less than two weeks when disasters strike. Sally also participates in continuing education classes to remain in compliance with DOT regulations for onboarding of CDL drivers and assists our fleet department and project management to ensure employee training and documentation of training is current.

Notable Events & Projects

Event	Project	Year
Hurricane Zeta	Hancock County, MS	2020
Ice Storm	City of Norman, OK	2020
Hurricane Zeta	Dallas County, Alabama DOT	2020
Hurricane Beta	City of Beaumont, TX	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Harvey	City of Ingleside, TX	2019
Tropical Storm Imelda	City of Beaumont, TX	2019
Hurricane Dorian	Beaufort County, NC	2019
Hurricane Dorian	Duplin, Onslow, Pender, Sampson Counties, NCDOT	2019
ROW Trimming	Marshall, Texas DOT	2019
ROW Debris Removal	Bastrop, TX	2019
Hurricane Michael	Donaldsonville, TX	2019
Texas Floods	Llano County, TX	2018
Texas Floods	Kingsland, Llano Co., Lee Co., Texas DOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune & Cherry Point, NC	2018
Hurricane Florence	Brunswick, Sampson, Duplin, Onslow, NCDOT	2018

Education/Certifications

- Bachelor of Management, University of Phoenix
- Mastering QuickBooks, Level 1
- CPR Certified

Internal vs. Brokered Services

TFR Enterprises, Inc. does not broker services, but we do have an extensive list of subcontractors that are available to call upon as needed.

TFR has subcontractors which are used on a regular basis, namely Timberline Trading, Inc. and LyellCo, Inc. Letters of commitment follow from both subcontractors, along with their locations and the scope of work they perform on behalf of TFR.

Subcontractors and the amount of work they perform for a project completely depends upon the size and nature of the project. Because TFR has such an extensive list of subcontractors - many of whom own their own equipment - TFR is able to respond to a storm event, even in multiple locations and for multiple clients simultaneously.

In addition to TFR's full time staff, there also a list of hundreds of on-call employees ready to be activated at a moment's notice. This list is also included.

TFR Employee List - Active and On-Call

Des.	Status	Employee	Title
(A)	Active	Barfield, Roger	MOT COORDINATOR
(A)	Active	Gebhardt, Eric	FLEET MANAGER
(A)	Active	Jean, Tiffany J	ADMINISTRATIVE
(A)	Active	Long, Gary L	DRIVER
(A)	Active	Lyell, Sharon	PROGRAM & QC MANAGER
(A)	Active	Mejia Jr, Rigoberto	PROJECT SUPERVISOR
(A)	Active	Mejia, Juan	MECHANIC
(A)	Active	Rolison, Kevin	OPERATIONS MANAGER
(A)	Active	Rowland, Chase	DIRECTOR OF OPERATIONS
(A)	Active	Rowland, Drake	VICE PRESIDENT
(A)	Active	Rowland, Julie A	VICE-PRESIDENT / CFO
(A)	Active	Rowland, Tipton F.	PRESIDENT / CEO
(A)	Active	Tangorra, Teresa A	ADMINISTRATIVE
(A)	Active	Utterback, Mel	PROJECT MANAGER
(A)	Active	Vinyard, Steven	PROJECT MANAGER
(A)	Active	Wallace, Sally	ADMINISTRATIVE
(A)	Active	Wilson, Tate	SAFETY MANAGER/ PROJECT MANAGER
(OC)	On-Call Reserve	Auville III, Arthur L.	PROJECT SUPERVISOR
(OC)	On-Call Reserve	Cervantes, Lydia	LABORER
(OC)	On-Call Reserve	Droke, William R.	VICE-PRESIDENT / COO
(OC)	On-Call Reserve	Esquivel, Fidel C	LABORER
(OC)	On-Call Reserve	Frankovsky, Jennifer A	BUSINESS DEVELOPMENT
(OC)	On-Call Reserve	Jester, David L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Moore, Ronnie	ENGINEER
(OC)	On-Call Reserve	Phillips Jr., Raymond M	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Smith, Arthur C	DRIVER
(OC)	On-Call Reserve	Achord, Darlene S	LABORER
(OC)	On-Call Reserve	Adams, Tabitha	LABORER
(OC)	On-Call Reserve	Ahl, Timothy	LABORER
(OC)	On-Call Reserve	Allen, George M	LABORER
(OC)	On-Call Reserve	Appleberry, James D	LABORER
(OC)	On-Call Reserve	Augenstein, Randy J	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Austin, Cystal D	ADMINISTRATIVE
(OC)	On-Call Reserve	Auville IV, Arthur L.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Auville, Margaret M	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Auville, Melvin L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Ayres, Dawnell S	ADMINISTRATIVE
(OC)	On-Call Reserve	Baldwin, Rodney R.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Barnes, Coel D.	LABORER
(OC)	On-Call Reserve	Bates, Johnny W	LABORER
(OC)	On-Call Reserve	Bates, Kristi K	LABORER
(OC)	On-Call Reserve	Becker, Jason L.	LABORER
(OC)	On-Call Reserve	Benavides, Chris	DRIVER
(OC)	On-Call Reserve	Benavides, Cristobal	DRIVER
(OC)	On-Call Reserve	Benavidez, German	DRIVER
(OC)	On-Call Reserve	Berry, Jerry J	DRIVER

(OC)	On-Call Reserve	Berryhill, Micheal S.	DRIVER
(OC)	On-Call Reserve	Bishop, Michael D.	LABORER
(OC)	On-Call Reserve	Blackford, Luke D	LABORER
(OC)	On-Call Reserve	Blackwell, Floyd S	DRIVER
(OC)	On-Call Reserve	Blansett, Nathan P	LABORER
(OC)	On-Call Reserve	Borland, Billie	DRIVER
(OC)	On-Call Reserve	Boswell, Jerry L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Bovell, Leo B.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Brotherton, Scott D	DRIVER
(OC)	On-Call Reserve	Brown, Lynn M	LABORER
(OC)	On-Call Reserve	Brown, Michael D.	LABORER
(OC)	On-Call Reserve	Brown, Norman C	LABORER
(OC)	On-Call Reserve	Brown, Tarrant D	DRIVER
(OC)	On-Call Reserve	Bryant, Eddie F	DRIVER
(OC)	On-Call Reserve	Bryant, Kelly J.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Buchanan JR, Earl	DRIVER
(OC)	On-Call Reserve	Buchanan, Felicia N	LABORER
(OC)	On-Call Reserve	Bumgardner, Donald D	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Bungert, Robert P	DRIVER
(OC)	On-Call Reserve	Burges, Ashley E	LABORER
(OC)	On-Call Reserve	Burkett, Dale	LABORER
(OC)	On-Call Reserve	Burns, Delia M.	LABORER
(OC)	On-Call Reserve	Burton, Robert M	LABORER
(OC)	On-Call Reserve	Calhoun, Christopher C.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Calhoun, John H.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Campos, Alfredo	LABORER
(OC)	On-Call Reserve	Cano, Joseph	LABORER
(OC)	On-Call Reserve	Carlson, Robert J.	DRIVER
(OC)	On-Call Reserve	Cason, Jay R	LABORER
(OC)	On-Call Reserve	Castilleja, Santiago	LABORER
(OC)	On-Call Reserve	Castillo, Jose E.	LABORER
(OC)	On-Call Reserve	Cereceres, Joseph D	LABORER
(OC)	On-Call Reserve	Chatman, Michael L.	LABORER
(OC)	On-Call Reserve	Choate, Michael E	DRIVER
(OC)	On-Call Reserve	Clark, Alton B	DRIVER
(OC)	On-Call Reserve	Clark, Henry D	DRIVER
(OC)	On-Call Reserve	Clemmons, Basil R.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Clemmons, Jerome R.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Cobb, Gregory S	LABORER
(OC)	On-Call Reserve	Cogburn, David	LABORER
(OC)	On-Call Reserve	Cole, Steve M.	LABORER
(OC)	On-Call Reserve	Collar, Travis W	LABORER
(OC)	On-Call Reserve	Cones, Elbert L	LABORER
(OC)	On-Call Reserve	Conn, Johnny	HEALTH AND SAFETY OFFICER
(OC)	On-Call Reserve	Coons, Curtis W.	LABORER
(OC)	On-Call Reserve	Corrado, Mario J	DRIVER
(OC)	On-Call Reserve	Cotton, Ricky A.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Crank, Donald L	EQUIPMENT OPERATOR

(OC)	On-Call Reserve	Crossley, Nathaniel	LABORER
(OC)	On-Call Reserve	Cummings, Kristie K	Laborer
(OC)	On-Call Reserve	Cummings, Robert E	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Curtis, James H.	LABORER
(OC)	On-Call Reserve	Daniels, Thomas M.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Danzeisen, Thomas J	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Darland, Tony S	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Davidson, Isaiah T	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Davidson, Josh R	LABORER
(OC)	On-Call Reserve	Davis III, Charles E	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Davis, Lonnie C	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Davis, Veronica L	LABORER
(OC)	On-Call Reserve	Del Rio, Joseph A.	SUPERVISOR
(OC)	On-Call Reserve	Deleon, Humberto	LABORER
(OC)	On-Call Reserve	Dill, Alicia E	LABORER
(OC)	On-Call Reserve	Dimmers, Thad I.	DRIVER
(OC)	On-Call Reserve	Dixon, Melissa S	LABORER
(OC)	On-Call Reserve	Donahue, Jeremy A	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Donahue, Mark A	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Donahue, Mark W	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Dotson, Bobby C	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Draiman, Ovidin I	DRIVER
(OC)	On-Call Reserve	Duskin, Melissa J	LABORER
(OC)	On-Call Reserve	Easterhing, James	DRIVER
(OC)	On-Call Reserve	Echavarria, Edward L	LABORER
(OC)	On-Call Reserve	Eddings, Nedward G.	LABORER
(OC)	On-Call Reserve	Edwards, Steven H	LABORER
(OC)	On-Call Reserve	Edwards, Travis D	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Elliot, Earlene R	LABORER
(OC)	On-Call Reserve	Emile, Gene K.	LABORER
(OC)	On-Call Reserve	Engel, Christopher M	DRIVER
(OC)	On-Call Reserve	Ethridge-Fisher, Mary T	LABORER
(OC)	On-Call Reserve	Ethridge, Aaron M	LABORER
(OC)	On-Call Reserve	Eutsler, Carl D	LABORER
(OC)	On-Call Reserve	Farrar, Wendy S.	ADMINISTRATIVE
(OC)	On-Call Reserve	Fernandez, Carlos	LABORER
(OC)	On-Call Reserve	FIPPS, KENNETH L	LABORER
(OC)	On-Call Reserve	Flores, Evaristo	LABORER
(OC)	On-Call Reserve	Flores, Jacob	LABORER
(OC)	On-Call Reserve	Fox, Phillip J	DRIVER
(OC)	On-Call Reserve	Fuller, William A.	SUPERVISOR
(OC)	On-Call Reserve	Furr, Allen C.	LABORER
(OC)	On-Call Reserve	Furr, Christopher A.	LABORER
(OC)	On-Call Reserve	Gadley, Daniel L	DRIVER
(OC)	On-Call Reserve	Gandy, Jeremiah L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Garcia, David	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Garza, Adan	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Garza, Francisco	EQUIPMENT OPERATOR

(OC)	On-Call Reserve	Goldfinger, Ronald	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Gomez, Isai	LABORER
(OC)	On-Call Reserve	Gomez, Saul	LABORER
(OC)	On-Call Reserve	Gonzales, Ephraim N.	LABORER
(OC)	On-Call Reserve	Gonzales, Michael	LABORER
(OC)	On-Call Reserve	Goodrich, Christopher T	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Green, Milton E	DRIVER
(OC)	On-Call Reserve	Green, Scott	DRIVER
(OC)	On-Call Reserve	Hall, Jessie T	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Harris, Jonathan B	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Haynes, Matthew L	LABORER
(OC)	On-Call Reserve	Hernandez, Robert	LABORER
(OC)	On-Call Reserve	Hernandez, Salvador A	LABORER
(OC)	On-Call Reserve	Herrera, Eric	LABORER
(OC)	On-Call Reserve	Hicks, Robert W.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Hieke, Mark H	DRIVER
(OC)	On-Call Reserve	Holman, Michelle L	LABORER
(OC)	On-Call Reserve	Hook, Charles D.	LABORER
(OC)	On-Call Reserve	Horton, Jason	LABORER
(OC)	On-Call Reserve	Hovey Jr, Charles P	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Hovey Sr, Charles P	LABORER
(OC)	On-Call Reserve	Hovey, Jason W	LABORER
(OC)	On-Call Reserve	Hovey, John R	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Howard, John D.	LABORER
(OC)	On-Call Reserve	Hunter, Cynthia E	LABORER
(OC)	On-Call Reserve	Jackson, Richard G	LABORER
(OC)	On-Call Reserve	Jackson, Steve R.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Jacobsen, Bill	SUPERVISOR/ARBORIST
(OC)	On-Call Reserve	Jasper, Arley A	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Johnson, Barry	ENVIRONMENTAL SAFETY & COMPLIANCE
(OC)	On-Call Reserve	Johnson, Mark E.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Johnston, Charles R.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Johnston, Cheryl L	LABORER
(OC)	On-Call Reserve	Johnston, Richard K.	LABORER
(OC)	On-Call Reserve	Jolly, Robert J	DRIVER
(OC)	On-Call Reserve	Jones, Jermaine L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Jones, Shawn P.	DRIVER
(OC)	On-Call Reserve	Kantmann, Jesse D	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Kates, Richard G	LABORER
(OC)	On-Call Reserve	Kegley, Robert A	DRIVER
(OC)	On-Call Reserve	Keller, Glenn W	LABORER
(OC)	On-Call Reserve	Kelley, Charles C	DRIVER
(OC)	On-Call Reserve	Kersey, Albert V	DRIVER
(OC)	On-Call Reserve	Kersey, James S	DRIVER
(OC)	On-Call Reserve	Kersey, Joyce L	DRIVER
(OC)	On-Call Reserve	Kopf, Glen D.	LABORER
(OC)	On-Call Reserve	Kurtz, Laura M	LABORER
(OC)	On-Call Reserve	Kurtz, Lisa M	LABORER

(OC)	On-Call Reserve	Lane, Nathan R	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Laughter, Arvon L.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Laughter, Melvin L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Lawrence, William	DRIVER
(OC)	On-Call Reserve	Long, Carl A	DRIVER
(OC)	On-Call Reserve	Lopez, Luis R.	LABORER
(OC)	On-Call Reserve	Lovhaug, Kevin M	LABORER
(OC)	On-Call Reserve	Lucas, Zach	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Lynch, Mitchell E	LABORER
(OC)	On-Call Reserve	Machuca, Francisco J	LABORER
(OC)	On-Call Reserve	Manchester, Warren F	LABORER
(OC)	On-Call Reserve	Martinez, Eduardo J	LABORER
(OC)	On-Call Reserve	Martinez, Eliazar	LABORER
(OC)	On-Call Reserve	Martinez, Miguel J	LABORER
(OC)	On-Call Reserve	Martinez, Paul S	LABORER
(OC)	On-Call Reserve	Massey, Paul A	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Masters, John P	DRIVER
(OC)	On-Call Reserve	Mata, Jose A	DRIVER
(OC)	On-Call Reserve	Mathis, James	DRIVER
(OC)	On-Call Reserve	Matthews, David A	LABORER
(OC)	On-Call Reserve	Mauri, Lenny J.	LABORER
(OC)	On-Call Reserve	Maynard, Barbara	ADMINISTRATIVE
(OC)	On-Call Reserve	Maynard, John C	SUPERVISOR
(OC)	On-Call Reserve	McCauley, Adrian T	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	McCoy, William E.	LABORER
(OC)	On-Call Reserve	McMillan, Kevin	LABORER
(OC)	On-Call Reserve	McQuinn, Mike D	LABORER
(OC)	On-Call Reserve	Meade, Jonathon B	LABORER
(OC)	On-Call Reserve	Meadows, Lyle A	LABORER
(OC)	On-Call Reserve	Meyers, Mathhew R	LABORER
(OC)	On-Call Reserve	Miller, Mark A	LABORER
(OC)	On-Call Reserve	Moore, Mitchell W	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Moore, Travis P	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Murphy, David	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Myers, Walter E	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Nation, Shirley L	ADMINISTRATIVE
(OC)	On-Call Reserve	Nefford, William R	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Nelson, Corey S	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Newsom, Loyd R.	DRIVER
(OC)	On-Call Reserve	Newsome, David P.	DRIVER
(OC)	On-Call Reserve	Nickell, Ray A	DRIVER
(OC)	On-Call Reserve	Nieves, Edward M.	DRIVER
(OC)	On-Call Reserve	Nissen, Matthew R	LABORER
(OC)	On-Call Reserve	Norman, Adrian J.	LABORER
(OC)	On-Call Reserve	Norris, Zachary M	LABORER
(OC)	On-Call Reserve	O'Connor, Howard J	LABORER
(OC)	On-Call Reserve	O'Connor, James R	LABORER
(OC)	On-Call Reserve	O'Leyar, Jonathan T	LABORER

(OC)	On-Call Reserve	Oubre, Steven A	LABORER
(OC)	On-Call Reserve	Owens, Mark P.	LABORER
(OC)	On-Call Reserve	Pena, Ernesto	LABORER
(OC)	On-Call Reserve	Pena, Frank E	LABORER
(OC)	On-Call Reserve	Pennington, Johnny M.	LABORER
(OC)	On-Call Reserve	Penny, Gerald E	LABORER
(OC)	On-Call Reserve	Penny, James S.	LABORER
(OC)	On-Call Reserve	Perez, William C.	LABORER
(OC)	On-Call Reserve	Perkins, Jason T	DRIVER
(OC)	On-Call Reserve	Perry, Cody D	DRIVER
(OC)	On-Call Reserve	Perry, David W	DRIVER
(OC)	On-Call Reserve	Pfiefer, Tim L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Pike, Millard E	LABORER
(OC)	On-Call Reserve	Plessala, Barry	DRIVER
(OC)	On-Call Reserve	Powell, Marcus W.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Price, Eric C	DRIVER
(OC)	On-Call Reserve	Primrose, Beau D.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Primrose, Jimmy G.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Primrose, Robert E.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Pritchard, Dulaine C	DRIVER
(OC)	On-Call Reserve	Puchhas, Stephen J	DRIVER
(OC)	On-Call Reserve	Puderbach, Theresa I.	LABORER
(OC)	On-Call Reserve	Rawls, Matthew R.	LABORER
(OC)	On-Call Reserve	Reed, Carrie A	LABORER
(OC)	On-Call Reserve	Restivo, Mike D	LABORER
(OC)	On-Call Reserve	Richards, Joseph A	LABORER
(OC)	On-Call Reserve	Robinson, Karen W	LABORER
(OC)	On-Call Reserve	Robinson, Nicholas W	LABORER
(OC)	On-Call Reserve	Robinson, Zeb G	DRIVER
(OC)	On-Call Reserve	Rogers {emp}, William T	SUPERVISOR
(OC)	On-Call Reserve	Rolison, Caren R	ADMINISTRATIVE
(OC)	On-Call Reserve	Rollison, Jerry D.	DRIVER
(OC)	On-Call Reserve	Romanelli, Tony W.	DRIVER
(OC)	On-Call Reserve	Romero, Rogelio F	LABORER
(OC)	On-Call Reserve	Ross, Steven R.	DRIVER
(OC)	On-Call Reserve	Rousseau, Donnell C	DRIVER
(OC)	On-Call Reserve	Royals, Tracy L.	LABORER
(OC)	On-Call Reserve	Rudolph, Patsy L.	ADMINISTRATIVE
(OC)	On-Call Reserve	Runnels, Eldridge R	DRIVER/OPERATOR
(OC)	On-Call Reserve	Rydberg, Thomas F	DRIVER
(OC)	On-Call Reserve	Salazar, Antonio M.	LABORER
(OC)	On-Call Reserve	Sanford, Sierra M	LABORER
(OC)	On-Call Reserve	Sapp, Floyd W	DRIVER
(OC)	On-Call Reserve	Sapp, Gloria G	LABORER
(OC)	On-Call Reserve	Sargent, Christopher C	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Sawyer, Danny L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Schnell, Gary L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Scott, Scott A	EQUIPMENT OPERATOR

(OC)	On-Call Reserve	Shadid, Shadeen H	DRIVER
(OC)	On-Call Reserve	Sifuentes, Debra	LABORER
(OC)	On-Call Reserve	Simmons, Trey D	LABORER
(OC)	On-Call Reserve	Simmons, Vincent J	LABORER
(OC)	On-Call Reserve	Simonen, Bruce	LABORER
(OC)	On-Call Reserve	Skinner, Larry W	LABORER
(OC)	On-Call Reserve	Skinner, Nycole O	LABORER
(OC)	On-Call Reserve	Sloat, Randall L.	LABORER
(OC)	On-Call Reserve	Smith, Branden M	LABORER
(OC)	On-Call Reserve	Smith, Michael J	DRIVER
(OC)	On-Call Reserve	Smith, William	LABORER
(OC)	On-Call Reserve	Smith, William C	DRIVER
(OC)	On-Call Reserve	Snowden, Aaron D.	LABORER
(OC)	On-Call Reserve	South, Andrew J	LABORER
(OC)	On-Call Reserve	Speed Jr, George M	DRIVER
(OC)	On-Call Reserve	Spiller, Jr., Gary E	DRIVER
(OC)	On-Call Reserve	Stevens, Joshua J.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Stewart, Billy G	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Stewart, Cory T.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Stinson, Roger D.	LABORER
(OC)	On-Call Reserve	Stoddard, Jammie L	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Stoddard, Jeff	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Strong, Larry A	DRIVER
(OC)	On-Call Reserve	Stump, Mark A	LABORER
(OC)	On-Call Reserve	Suarez, Alfredo G	LABORER
(OC)	On-Call Reserve	Sullivan, Robert D.	LABORER
(OC)	On-Call Reserve	Sutton, Charles	LABORER
(OC)	On-Call Reserve	Swano, Derick M.	LABORER
(OC)	On-Call Reserve	Taylor, Ronnie A	LABORER
(OC)	On-Call Reserve	Terrell, Michael R.	DRIVER
(OC)	On-Call Reserve	Thomas, Christopher C	DRIVER
(OC)	On-Call Reserve	Thomas, Steven	LABORER
(OC)	On-Call Reserve	Thompson, Robert W	DRIVER
(OC)	On-Call Reserve	Tjaden, Johann O.	LABORER
(OC)	On-Call Reserve	Triplett, Joshua D	LABORER
(OC)	On-Call Reserve	Tucker, James L.	LABORER
(OC)	On-Call Reserve	Turbeville, Danielle N	LABORER
(OC)	On-Call Reserve	Turner, Gena M	ADMINISTRATIVE
(OC)	On-Call Reserve	Turner, Rachael L	ADMINISTRATIVE
(OC)	On-Call Reserve	Turner, Randall L	DRIVER
(OC)	On-Call Reserve	Utley, Cecelia M	LABORER
(OC)	On-Call Reserve	Utterback, Joshua C	DRIVER
(OC)	On-Call Reserve	Utterback, Mel W	DRIVER
(OC)	On-Call Reserve	VanFossen, Joe M	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Villareal, Rick	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Villarreal, Erica	ADMINISTRATIVE
(OC)	On-Call Reserve	Wagner, Ronald D	DRIVER
(OC)	On-Call Reserve	Warncke, Courtney	ADMINISTRATIVE

(OC)	On-Call Reserve	Weed, Christopher M	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Wells, Danny H	DRIVER
(OC)	On-Call Reserve	Wells, Jason T	OPERATOR
(OC)	On-Call Reserve	White, Charles B.	LABORER
(OC)	On-Call Reserve	White, Justin C.	LABORER
(OC)	On-Call Reserve	Whitman, Cody R	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Whitman, Jimmy L.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Whitman, Justin M.	EQUIPMENT OPERATOR
(OC)	On-Call Reserve	Whitt, Lacy D.	ADMINISTRATIVE
(OC)	On-Call Reserve	Williams, Dustin L	LABORER
(OC)	On-Call Reserve	Williams, Lemmie O.	LABORER
(OC)	On-Call Reserve	Williamson, Andy F	LABORER
(OC)	On-Call Reserve	Williamson, Vanita	ADMINISTRATIVE
(OC)	On-Call Reserve	Wolf, James J	DRIVER
(OC)	On-Call Reserve	Wolf, Joy L	ADMINISTRATIVE
(OC)	On-Call Reserve	Woods, Rodney D.	DRIVER
(OC)	On-Call Reserve	Yasinski, Richard L	LABORER
(OC)	On-Call Reserve	Young, William	DRIVER
(OC)	On-Call Reserve	Zittle, Darren E	LABORER

Subcontractors & Service Providers

The following is a list of potential subcontractors and service providers TFR Enterprises, Inc. may utilize if activated. This list is not exhaustive, and resources may be added or substituted if needed. TFR offers preference to qualified local subcontractors, including local DBE subcontractors, who have the necessary equipment and experience to meet the project requirements.

Company Name	State	DBE
Black Services, Inc.	Alabama	
Chad Ward Inc.	Alabama	
Global Rental Co. Inc.	Alabama	
HAL Construction LLC	Alabama	
Hall's Tree Service	Alabama	
Hunter Fuzzell	Alabama	
Moore Lawn & Landscape	Alabama	
Oak Hill Construction, LLC	Alabama	
Southeastern Logistics, LLC	Alabama	
Ward Land & Timber, LLC	Alabama	
Z & H Enterprises, LLC	Alabama	
A & A Trucking LLC	Arizona	
Sunstate Equipment Co	Arizona	
Carter Global	Arkansas	
Conway Enterprises	Arkansas	
John L Weaver	Arkansas	
Labor Finders	Arkansas	
McFadin Global Construction, Inc.	Arkansas	
Moores Dozer Service	Arkansas	
Troy Brown	Arkansas	
Chriso Tree Trimming	California	
Core Tree Care	California	
D & E Construction Inc.	California	
FGL Environmental	California	
Granite Construction Inc	California	
Inland Empire Equipment	California	
Myers Tire Supply	California	
Palomar Mountain Premium Spring Water	California	
Silverstrand Construction	California	
Triton Transport Ltd.	California	
Front Range Landfill	Colorado	
Jim's Pride Landscaping & Maintenance	Colorado	
Larimer Solid Waste	Colorado	
Lenahan Land Clearing & Grinding	Connecticut	
A Soto Southern Ag Inc	Florida	

Absolute Asphalt Services Inc	Florida	
Acme Barricades	Florida	
AES Portable Sanitation	Florida	
AM Environmental	Florida	
Anderson Rentals Inc.	Florida	
Aqua Control Tech	Florida	
Arrow Service & Towing	Florida	
Arthur Auville	Florida	
Atlantic Coast Transport, LLC	Florida	
Aucilla Area Solid Waste	Florida	
Ayleen Trash Hauling Service	Florida	Yes
Backstrom Trucking	Florida	
Better Barricades	Florida	
BG Katz Nurseries, LLC	Florida	
Branching Out	Florida	
Coffin Marine	Florida	
CSA Land Clearing	Florida	Yes
Dawnell Ayres	Florida	
DeFord's Fuel & Oil, Inc	Florida	
Downrite Engineering Corp.	Florida	
Dyna Trucking	Florida	
East Coast Site Works	Florida	
Edgewater Recycling	Florida	
Emergency Standby Power LLC	Florida	
Evergreen Tree Service	Florida	
Fast Track Logistics	Florida	
Flagler Construction Equipment	Florida	
Florida Developers of Tallahassee	Florida	Yes
Florida Equipment Service and Repair Inc	Florida	
Florida Paving & Trucking Service	Florida	
Fort Lauderdale Ice	Florida	
G Hemphill Tree Service	Florida	
Gallegos Trucking Inc.	Florida	
Gaston TDR	Florida	
Gill Sikes	Florida	
Green's Tree & Landscape	Florida	
Grinder Wear Parts, Inc.	Florida	
Gulf Coast Environmental Contractors, Inc.	Florida	Yes
Hamilton County Landfill	Florida	
Haulin Dixon	Florida	
Kessler Hauling Inc.	Florida	

Knight Jon Boy	Florida	
Landscape Service Professionals	Florida	
Lank Oil	Florida	
Lee County Solid Waste	Florida	
Leon County Solid Waste	Florida	
Lopez Trucking Inc	Florida	
Lucas Garage & Trucking	Florida	
Macias & Sons	Florida	
Macias Landscape Inc. dba Miguel Macias Landscape	Florida	
Miami-Dade County Dept of Solid Waste	Florida	
Morgan Marine Salvage & Recovery, LLC	Florida	
National Waste Management, Inc	Florida	
Nicolas Macias	Florida	
North Oak Recycling	Florida	
Payne's Environmental Services, LLC	Florida	Yes
Pine Island Group, LLC	Florida	
Prism Lighting Services	Florida	Yes
Putnam County Central Landfill	Florida	
Rainey Cawthon Distributor	Florida	
RIO Harvesting	Florida	
Rio Indio, LLC	Florida	
Ron's Trucking & Equipment	Florida	
S & B Machine, LLC	Florida	
Sampson Tree Service	Florida	
Samsula Waste Inc	Florida	
Seminole County Solid Waste Mgmt	Florida	
Spinning Crane Works	Florida	
T-Roy & Sons, Inc.	Florida	
Tate Transport Corporations	Florida	
Texas Aquatic Harvesting	Florida	
USA Services	Florida	
Yahl Mulching & Recycling	Florida	
YG Construction	Florida	Yes
ZZ Truck Inc	Florida	
All Star Mobile RV	Georgia	
Bobcat of Orlando	Georgia	
Bolgers Tree Service	Georgia	
Brian Brinson dba Brinson Tree & Stump	Georgia	
Brown's Tree and Logging Service	Georgia	
Casey Tree Experts	Georgia	
Colonial Fuel and Lubricant Services, Inc.	Georgia	

HeavyQuip	Georgia	
Horner Services, LLC	Georgia	
Jaguar Tree Service	Georgia	
KDF Enterprises, LLC	Georgia	
Kelly Services, Inc.	Georgia	
Kelly's Clearing & Grinding	Georgia	
Neff Rental	Georgia	
Parkway Tire and Service	Georgia	
Southeastern Modular Construction	Georgia	
Sunbelt Rentals	Georgia	
Synergy Rents LLC	Georgia	
Terry Bucks Contracting, LLC	Georgia	
TRC Staffing Services	Georgia	
Waste Management - Florida	Georgia	
Diamond Z Manufacturing	Idaho	
DZ Grinders LLC AKA Diamond Z	Idaho	
Rule Steel Tanks, Inc	Idaho	
A-1 Tree Care	Illinois	
JJ Keller	Illinois	
JT"s Tree Service	Illinois	
Southwest OKC Landfill	Illinois	
Richards Tree Service	Illinois	Yes
Buchanan Hauling & Rigging, Inc.	Indiana	
K & K Dirt Works	Indiana	Yes
Pac Van, Inc.	Indiana	
Poseidon Barge	Indiana	
Richard Clemons dbs Clemons Tree Service	Indiana	
Blue Beacon	Kansas	
Custom Tree Care Inc	Kansas	
Freightquote.com	Kansas	
Kansas City Tree Care LLC	Kansas	
Lakeside Tree Service	Kansas	
Reno Truck & Tractor	Kansas	
Team DriveAway	Kansas	
United Disaster Response, LLC	Kansas	
Douglas Keeton	Kentucky	
Mr. Pressure	Kentucky	
Oakland Farms Trucking	Kentucky	
Aqua Tech	Louisiana	
Brooks Industrial	Louisiana	
Cabildo Services	Louisiana	Yes

Coastal Heavy Haulers	Louisiana	
Coastland Trucking, LLC	Louisiana	
Complete Staffing	Louisiana	
G & M Rentals	Louisiana	
Gator Environmental Waste Solutions, LLC	Louisiana	
Gills Crane Service	Louisiana	
Gordon's Disposal, LLC	Louisiana	
Gordon's Landfill, LLC	Louisiana	
Greenpoint, Inc	Louisiana	
H & E Equipment Services	Louisiana	
Leaf Services, LLC	Louisiana	
Michael Munna	Louisiana	
Northshore Tree & Bucket Truck	Louisiana	
Pearl River Navigation	Louisiana	
Pipeworks Plumbing / Demolition	Louisiana	
PMI Resource Inc	Louisiana	
Traffic Control Products of Louisiana	Louisiana	
Wilco Marsh Muggies, Inc	Louisiana	
Wishams Hauling	Louisiana	
J Carlson Trucking	Michigan	
Fastenal	Minnesota	
Davy Busby dba Famco	Mississippi	
Forrester & Associates	Mississippi	
Lonnie Roberts II dba Lil Al's Tree	Mississippi	
PK Diesel	Mississippi	
Ruiz Contracting Solutions, LLC	Mississippi	
TLW Inc	Mississippi	
Atlas Tree Care, LLC	Missouri	
Crooked River	Missouri	
Custom Truck One Source	Missouri	
Dotson & Sons Logging	Missouri	
Double D Disaster Relief LLC	Missouri	
Gary Long	Missouri	
Grainger	Missouri	
Hampel Oil	Missouri	
Ozark Machinery Company	Missouri	
Timberline Trading Inc	Missouri	
Titan Machinery, LLC	Missouri	
Tri Rivers Logging Inc.	Missouri	
Turbo Supply	Missouri	
R & L Transport	New Jersey	

Ricelli Enterprises, Inc.	New York	
Scott Macon Equipment Rental	New York	
Ascendum Machinery, Inc.	North Carolina	
Berico Fuels, Inc.	North Carolina	
Bobcat of New Bern	North Carolina	
Carolina Tree Debris, Inc.	North Carolina	
Columbus County Landfill	North Carolina	
Couch Oil Company	North Carolina	
Disaster Recover Group & Tree	North Carolina	Yes
East Coast Disaster Recovery	North Carolina	
Graham County Land Company	North Carolina	
Premier Staffing Solutions	North Carolina	
Slickrock Development, LLC	North Carolina	
Soundside Recycling	North Carolina	
Stafford Debris Removal	North Carolina	
TSI Disaster	North Carolina	
RDO Equipment Co	North Dakota	
Bruce Sloan Tire Service	Oklahoma	
Butler Brothers Sand & Gravel	Oklahoma	
Express Employment Professionals	Oklahoma	
Kirby-Smith Machinery, Inc.	Oklahoma	
Kudron Trucking	Oklahoma	
Mosely Welding	Oklahoma	
Norman Tree Service	Oklahoma	
Quality Towing Service	Oklahoma	
Sprague's Backhoe	Oklahoma	
Tree Dr., LLC	Oklahoma	
Eagle Rock Freight	Oregon	
Blake Marine Group	Pennsylvania	
Davidson Trucking	Pennsylvania	
Antilles Power Depot, Inc	Puerto Rico	
Garden Max and Power Equipment	Puerto Rico	
Green Group, Inc.	Puerto Rico	
RZ Contractors, Inc	Puerto Rico	
Buddin Construction	South Carolina	
Comeback Rentals	South Carolina	
Creative Fence Concepts	South Carolina	
DTS Inc.	South Carolina	
Ferrell Construction	South Carolina	
State Tree Service, LLC	South Carolina	
Willis Recovery LLC	South Carolina	

Dysart Trucking	South Dakota	
Hodkinson Construction	South Dakota	
Jacobsen Tree Experts	South Dakota	
John Nelson Trucking	South Dakota	
Lacey Rentals	South Dakota	
Robert Bungert	South Dakota	
4 Corners Truck Service	Tennessee	
DeLoy Brown Petroleum LLC	Tennessee	
Industrial Rubber	Tennessee	
Isis Tree	Tennessee	
Robinson Tree Service, Inc.	Tennessee	
South East Mowing, LLC	Tennessee	
Stowers Machinery Corp	Tennessee	
Yardworks, Inc.	Tennessee	
1st Fire Safety	Texas	
3TM Transport LLC	Texas	
A & W Water Well Service	Texas	
A Line Auto Parts	Texas	
A-1 Tire & Service	Texas	
Aaron Johnson	Texas	
ABC Erosion Control, Inc	Texas	Yes
Absolute Diesel	Texas	
Action Propane	Texas	
Action Roll-Offs, Inc	Texas	Yes
Adobe Machinery Services, LLC	Texas	
Advanced Flamecutting & Steel, Inc.	Texas	
Airgas - Mid South	Texas	
Alamo Welding Supply Co., Inc.	Texas	
All Star Land Surveying	Texas	
Art's Truck & Equipment	Texas	
Aspen Tree Service	Texas	
Austin Brake & Clutch Supply, Inc.	Texas	
Bane Machinery Houston, LP	Texas	
BFI Colonial Landfill	Texas	
Big Bird Tree Service	Texas	
Binswanger Glass	Texas	
Black Rose Steel & Trading	Texas	Yes
Blue Beacon Truck Wash	Texas	
Blue Ridge Landfill Texas LP	Texas	
BlueLine Rental	Texas	
Bobcat Quality Equipment	Texas	

Burkett Construction	Texas	
C.J. Express, Inc.	Texas	
Capitol Auto Parts	Texas	
Capitol Bearing Service	Texas	
Capitol Hydraulics	Texas	
Cedar Park Wrecker & Recovery Service	Texas	
Charles Gamelin	Texas	
Chrome Enterprises	Texas	
Complete Environmental Product	Texas	
Crocker Crane Rentals	Texas	
Dennis Sissell	Texas	
Diesel Specialists	Texas	
Diesel Tech Services, Inc	Texas	
Diversified Machining Inc	Texas	
Double Diamond Heavy Haul	Texas	
Dusty Berryhill	Texas	
DVT Freightways	Texas	Yes
Earthco Landscape Construction	Texas	Yes
Eggemeyer Land Clearing, LLC	Texas	Yes
Environmental Allies	Texas	
Equipment and Diesel Techs	Texas	
Fabcon Products, Inc.	Texas	
Fleetcard, Inc	Texas	
Flex Supply	Texas	
Francisco Perez	Texas	
Franks Nursery	Texas	
Freightliner of Austin	Texas	
Fresno Fence	Texas	
GAC Equipment, LLC	Texas	
Golden Triangle Landfill	Texas	
Greenseen	Texas	
Green Planet, Inc.	Texas	Yes
Gulley-Hurst Landfill	Texas	
H2eco Bulk Water	Texas	
Herc Rentals Inc	Texas	
Hertz Equipment Rental	Texas	
Hi-Line	Texas	
Highway Barricades and Services, Inc.	Texas	Yes
Holt Cat	Texas	
Holtsy/ Carlson Equipment Co.	Texas	
Houston Bearing	Texas	

Hudgins Co.	Texas	
Hydraulic Specialists, Inc	Texas	
Hydraulics of Texas	Texas	
Iron Horse	Texas	
ISNetwork	Texas	
JTB Demolition Services	Texas	
Just Hydraulics & Mechanics	Texas	
Kenneth Caplan	Texas	
King Jehu Trucking, Inc	Texas	
Labor Ready	Texas	
Lampasas Trucking	Texas	
Land and Sea Services	Texas	
Liberty Hill Truck Service	Texas	
Llano River Fence	Texas	Yes
Longhorn INT Truck	Texas	
Lyellco, Inc	Texas	Yes
Matoka, Inc	Texas	
Mayo Mulch, Sand and Gravel, Inc.	Texas	
McLaughlin Transport, LLC	Texas	
Mike Berryhill	Texas	
Mimbres Tree & Debris	Texas	
Monge Trucking	Texas	
Motion Industries	Texas	
Mustang Cat	Texas	
Mustang Rental	Texas	
Naegli Transportation	Texas	
Novus Wood Group	Texas	
Onsite Diesel	Texas	
Pacesetter Personnel Services	Texas	
Peninsula Marine	Texas	
PeopleReady Florida, Inc.	Texas	
Port Lavaca Plumbing	Texas	
Precision Tracking Solutions	Texas	
Precision Truck & Trailer	Texas	
Pro Glass	Texas	
R & R Tire Service	Texas	
R & S Tractor & Dump Truck Service	Texas	
RAM Products LTD	Texas	
Red River Equipment	Texas	
Redwine Enterprises, Inc.	Texas	Yes
Regional Traffic Services	Texas	

Reid Services	Texas	
Rene Bates Auctioneers, Inc.	Texas	
River City Hose and Supply, Inc.	Texas	
Rock Plus	Texas	
Romco Equipment Company	Texas	
RSC Equipment Rental	Texas	
Rush Truck Center	Texas	
Southern Tire Mart	Texas	
Spartan Divers	Texas	
Sprint - Fort Bend County Landfill	Texas	
Stewart & Stevenson	Texas	
Suncoast	Texas	
Sundance Fuels	Texas	
TDH Transport	Texas	Yes
Texas Disposal System	Texas	
Texas Hydraulics	Texas	
Texas Outhouse	Texas	
Texas Welding Supply Co.	Texas	
Three-B's Stump Removal	Texas	
Tire & Truck Masters	Texas	
Titan Sandblasting & Coating	Texas	
TNK Services	Texas	Yes
Tucker Oil Co.	Texas	
United Rentals	Texas	
United Site Services of Florida Inc.	Texas	
Vanguard Truck	Texas	
Vermeer Equipment	Texas	
Walt Pene Trucking	Texas	
Waste Connections Seabreeze	Texas	
Waukesha-Pearce Industries, LLC	Texas	
WCA Waste Corporation	Texas	
Wingfoot Commercial Tire Systems LLC	Texas	
Off Duty Services	Texas	Yes
Flex Fleet Rental LLC	Utah	
Kitchen Corps, Inc	Virginia	Yes
Medek Tree Service	Virginia	Yes
Southern Transportation, LLC	Virginia	

TFR Enterprises, Inc
Tipton F. Rowland
601 Leander Drive
Leander, Texas 78641

Re: Subcontractor Letter of Commitment

Dear Mr. Rowland,

Please accept this letter as our interest to assist TFR Enterprises, Inc by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Timberline's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract to include:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Hazardous Tree Removal

Company Information:
Timberline Trading, Inc.
Michael Dotson
PO BOX 643
Lathrop, MO 64429
FEIN: 43-1695748

Michael Dotson is authorized to sign for and legally bind Timberline Trading, Inc. and has the full authority to commit any of our company's resources necessary to successfully perform this contract. Should you need additional information please contact me at (816) 564-1761.

Sincerely,

Michael Dotson

Michael Dotson
Owner/CEO

LYELLCO

www.lyellco.com
sharon@lyellco.com
Office (512)576-3000

TFR Enterprises, Inc
Tipton F. Rowland
601 Leander Drive
Leander, Texas 78641

Re: Subcontractor Letter of Commitment

Dear Mr. Rowland,

Please accept this letter as our interest to assist TFR Enterprises, Inc by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Lyellco's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract to include:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Hazardous Tree Removal

Company Information:
Lyellco, Inc
Levi Lyell
7503 White Oak
Lago Vista, Texas 78645
FEIN: 463383578
Woman-Owned Small Business

Levi Lyell is authorized to sign for and legally bind Lyellco Inc. and has the full authority to commit any of our company's resources necessary to successfully perform this contract. Should you need additional information please contact me at (512) 698-9812.

Sincerely,

Levi Lyell
Vice President

7503 White Oak Drive, Lago Vista, TX 7845

Financial Stability

Since the company's incorporation in 1989, TFR has completed over 350+ federally funded debris removal contracts in its 31-year history. From a dedicated owner to experienced staff, TFR offers not only the knowledge to perform any size job, but also the financial flexibility to complete multiple large-scale projects simultaneously. This was exemplified during the 2017 Hurricane season in which TFR performed 26 concurrent projects stemming from Texas, California, Florida, and Puerto Rico, in excess of $ 78,000,000. With such large-scale performance across an enormous geographical area, a company must retain the financial flexibility and strength to pay subcontractors, suppliers and employees on time, every week.

"TFR Enterprises Inc. as well as the principle's Tipton and Julie Rowland, have been an excellent customer of the bank for over 15 years. Currently, TFR Enterprises Inc. has a $4,250,000.00 Revolving Line of Credit that is unfunded, and they keep considerable deposits with Prosperity Bank. The Rowland's have always performed as agreed and are a pleasure to work with." ~ Travis Freeman, Prosperity Bank Regional President

For additional information on TFR's financial capabilities, please feel free to contact Brock Baldwin or Travis Freeman. Contact information is listed for your convenience and audited financial statements are available upon request.

Financial Stability Overview

- ☑ Bonding capacity $100,000,000.00
- ☑ Line-of-credit to fund multiple projects in multiple locations
- ☑ Completed every project it was tasked to execute and has never been terminated for default
- ☑ Never filed for bankruptcy and has never been involved in any liens or litigation involving financial performance or subcontractor non-payment

Contact Information

Banking:
Prosperity Bank
Travis Freeman, Regional President
25661 I-45
The Woodlands, TX 77380
P: (281) 292-6691

Bonding:
Brock Baldwin, Principal
Baldwin Cox Allen
5930 Preston View Blvd
Suite 200
Dallas, TX 75240
P: (972) 331-3709

Insurance:
Higginbotham Insurance
Erin Woodard, Senior Account Manager
1221 S. Mopac Expressway
Suite 160
Austin, TX 78746
P: (512) 583-1543

PROSPERITY BANK®

Monday, March 29, 2021

TFR Enterprises Inc.
601 Leander Dr.
Leander, TX 78646

RE: Banking relationship with TFR Enterprises Inc.

To Whom it may Concern:

TFR Enterprises Inc. as well as the principle's Tipton and Julie Rowland, have been an excellent customers of the bank for over 15 years. Currently, TFR Enterprises Inc. has a $4,250,000 Revolving Line of Credit that is unfunded, and they keep considerable deposits with Prosperity Bank. The Rowland's have always performed as agreed, and are a pleasure to work with. If you have any questions please call me at 281-465-5308.

Sincerely,

Travis Freeman
Regional President

FINANCIAL WORK SHEET

Instructions

This is not a request for a copy of your financial statements. However, the City reserves the right to review your financial statements if such a review is in the City's best interest. The following data and ratios must be derived and/or calculated from the most recent financial statements audited by an independent accounting professional ("IAP"). Examples include the independent CPA, tax accountant, and financial statement preparer, or similar professional, external to the firm/company/organization submitting this form. Providing false or grossly inaccurate information may disqualify you or your company from doing business with the City under this or future solicitations. Each question must have an appropriate response. A blank, a response of "not applicable" or an unqualified response will be determined non-responsive. If you have any questions about how to complete this form, you are required to ask during the appropriate advertised period.

Proposer's Information:

Proposer's (Applicant's) Company Name: T.F.R. Enterprises, Inc. & Subsidiaries

Proposer's Address: 601 Leander Drive, Leander, Texas 78641

Independent Accounting Professional "IAP" Information:

("IAP" that audited the most recent financial statements for the above named Proposer/ Applicant)

IAP's Company Name: Van Houten & Associates, PC

IAP's Contact Name: Jeremy Maxwell, CPA, CCIFP

IAP's Address: 1517 E. Palm Valley Blvd., Round Rock, TX 78664

IAP Contact Phone #: 512-310-9277

Is the "IAP" that is preparing/assisting in the preparation of this worksheet, certified? (Y/N) Y

If certified, please indicate the certification of the "IAP" (i.e. CPA, CMA, CGMA, EA, etc.) CPA

Financial Statement Information:

The most recent financial statements audited by the "IAP" were for the period ending: 12/31/2020

Were these statements Compilation/Review only? (Y/N) N

Audited? (Y/N): Y

If audited, unqualified? (Y/N): Y

Financial Data and Ratios:

The income for the most recent three fiscal years was:

Fiscal Year Ending	Gross Income	EBITDA (Earnings before Interest, Taxes, Depreciation, Amortization)	Net Income after taxes	Gross Profit Margin %	Net Profit Margin %
12/31/2020	58,309,636	10,127,555	7,113,181	23.03%	12.20%
12/31/2019	23,196,491	11,457,116	8,109,841	64.31%	34.96%
12/31/2018	68,675,894	13,841,828		23.52%	13.30%
Total					

Provide the following for the most recent audited fiscal year:

1. Current Ratio 3.126
[Current assets/ current liabilities]

2. Debt to Asset Ratio .0826
[Total Debt/ Total Assets]

3. Debt-To-EBITDA Leverage Ratio .5213
[Total debt / EBITDA]

4. Return on Assets: .1417
[Net Income Before Taxes / Total Assets]

I certify that I am the independent accounting professional "IAP" that audited the financial statements referenced above and that the information provided in this worksheet is true and accurate.

Jeremy Maxwell, CPA		03/31/2021
Print Name	Signature	Date

BALDWIN COX ALLEN
Insurance & Construction Bonds

- Commercial Insurance
- Construction Bonds
- Employee Benefits
- Personal Insurance

April 1, 2021

Re: TFR Enterprises Inc. -- Bonding Capacity

To Whom It May Concern:

We have the pleasure of bonding TFR Enterprises, Inc (TFR) and can highly recommend this fine contractor to you. We feel they're a well-managed company with a history of completing their projects on time and within budget. The bonding capacity for TFR is in the range of **$50 million single** and **$100 million aggregate**. The current bonding company is Westchester Fire Insurance Company which is an A++ rated and Treasury Listed surety.

Our understanding is that TFR is being considered for a project on your behalf. Subject to the job being within the single and aggregate limits, normal review of the contract terms and conditions, confirmation of construction financing in the full amount of the contract, and any related underwriting items at the time of the request, we fully anticipate being able to provide the performance and payment bonds as required for your project.

This letter is offered as an indication of TFR's past experience and our confidence in the firm, and not to be construed as an agreement to provide surety bonds. Please be aware that the execution of payment & performance bonds is subject to the positive review of all normal underwriting considerations at the time of the request. Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between the contractor and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds. Bonds will be provided when the project/task order in question is agreeable to both parties and proper contracts are in place.

Again, we can highly recommend TFR to you. Feel free to contact me should you have any questions about our fine client.

Sincerely,

Brock Baldwin
Principal
Baldwin-Cox Agency, LLC

P 972.644.2688 5930 Preston View Blvd. Ste. 200, Dallas, TX 75240 F 972.644.8035

Current Standby Contracts

Municipality	State	Expires
Alabama DOT - Grove Hill Area	Alabama	05/31/21
Alabama DOT - Mobile Area	Alabama	05/31/21
City of Citronelle	Alabama	03/01/21
City of Robertsdale	Alabama	07/13/21
Los Angeles County	California	06/30/21
Santa Clarita	California	10/01/22
City of Arvada	Colorado	02/07/22
Larimer County	Colorado	07/31/21
Town of Estes Park	Colorado	11/30/21
Broward College	Florida	01/31/23
Charlotte County	Florida	12/31/25
City of Cape Coral	Florida	02/08/22
City of Clermont	Florida	08/14/21
City of Destin	Florida	12/31/21
City of Holmes Beach	Florida	08/27/24
City of Homestead	Florida	08/17/21
City of Lake Mary	Florida	02/20/22
City of Leesburg	Florida	12/31/21
City of Miami	Florida	03/06/21
City of Miami Gardens	Florida	10/15/22
City of Newberry	Florida	11/25/24
City of Niceville	Florida	01/14/23
City of Ocoee	Florida	09/05/21
City of Palm Coast	Florida	06/02/23
City of Plantation	Florida	08/01/22
City of Port St. Lucie	Florida	08/02/21
City of Rockledge	Florida	03/31/21
City of West Park	Florida	06/01/22
Clay County	Florida	04/23/24
Escambia County	Florida	04/13/21
Flagler County Debris Removal	Florida	09/09/23
Flagler County Hazardous Tree Removal	Florida	07/15/22
FLDOT- Z2215 (Z2204)	Florida	09/11/21
FLDOT- Z2216 (Z2205)	Florida	09/11/21
FLDOT- Z2218 (Z2206)	Florida	09/11/21
FLDOT- Z2220 (Z2207)	Florida	09/11/21
FLDOT- Z2222 (Z2208)	Florida	09/11/21
FLDOT- Z2224 (Z2209)	Florida	09/11/21
Florida DEP	Florida	08/04/23

Florida Gateway College	Florida	01/31/23
Florida International University	Florida	11/02/21
Florida Southwestern State College	Florida	01/31/23
Gulf Coast State College	Florida	01/31/23
Hernando County- Emergency Debris Removal	Florida	05/11/23
Hernando County- Environmentally Sensitive Lands	Florida	09/20/21
Jefferson County	Florida	02/24/21
Lake County	Florida	05/07/21
Miami Shores Village	Florida	12/12/21
Miami-Dade County - Debris Removal	Florida	07/31/23
Miami-Dade County - Push & Clear	Florida	11/30/26
Miami-Dade County - Staging & Reduction	Florida	07/31/24
Miami-Dade County Public Schools	Florida	06/19/21
North Bay Village	Florida	10/11/21
Northwest Florida State College	Florida	01/31/23
Osceola County	Florida	05/30/22
Pembroke Park	Florida	12/12/22
Pembroke Pines	Florida	10/30/21
Pompano Beach	Florida	02/27/21
Santa Fe College	Florida	01/31/23
School District of Hernando County	Florida	04/08/22
School District of Palm Beach County- Debris Removal	Florida	05/18/25
School District of Palm Beach County- Push	Florida	05/18/25
Seminole Tribe of Florida	Florida	09/07/21
South Broward Drainage	Florida	05/23/21
St. Johns River State College	Florida	01/31/23
Suwannee Valley Electric Cooperative	Florida	05/01/21
The School Board of Broward County	Florida	11/30/21
Town of Cutler Bay	Florida	10/16/22
Town of Medley	Florida	07/21/21
Wakulla County	Florida	08/06/21
Floyd County	Georgia	04/30/21
St. Mary's	Georgia	10/12/21
Louisiana DOT Districts 3 & 7	Louisiana	12/31/22
Louisiana DOT Districts 4,5,8,58	Louisiana	12/31/22
Louisiana DOT Districts 61 & 62	Louisiana	12/31/22
St. Helena Parish	Louisiana	04/16/22
State of Maryland	Maryland	09/30/21
Ramsey County	Minnesota	01/01/26
Carteret County	North Carolina	08/19/22
City of Burlington	North Carolina	05/04/23

City of Lexington	North Carolina	06/31/21
City of Raleigh	North Carolina	10/31/21
Davidson County	North Carolina	06/30/22
NCDOT - Brunswick County	North Carolina	06/30/21
NCDOT - Duplin County	North Carolina	06/30/21
NCDOT - Durham County	North Carolina	05/14/21
NCDOT - Franklin County	North Carolina	05/14/21
NCDOT - Granville County	North Carolina	05/14/21
NCDOT - New Hanover County	North Carolina	06/30/21
NCDOT - Onslow County	North Carolina	06/30/21
NCDOT - Pender County	North Carolina	06/31/21
NCDOT - Person County	North Carolina	05/14/21
NCDOT - Sampson County	North Carolina	06/30/21
NCDOT - Vance and Warren Counties	North Carolina	05/14/21
NCDOT - Wake County	North Carolina	05/14/21
Town of Atlantic Beach	North Carolina	06/30/21
Town of Beaufort	North Carolina	08/27/24
Town of Morehead City	North Carolina	06/16/23
University of NC at Wilmington	North Carolina	07/31/21
City of Norman	Oklahoma	01/28/23
Puerto Rico DOT	Puerto Rico	06/30/21
Blount County	Tennessee	06/30/21
Madison County	Tennessee	04/26/24
Brazoria County- Disaster Recovery	Texas	07/23/21
Brazoria County- Hauling	Texas	06/13/21
City of Baytown	Texas	03/31/21
City of Beaumont	Texas	07/14/21
City of Cleveland	Texas	07/19/22
City of Corpus Christi	Texas	07/31/22
City of Duncanville	Texas	03/31/21
City of Fort Worth	Texas	09/30/21
City of Houston	Texas	05/01/21
City of Jamaica Beach	Texas	01/02/22
City of Katy	Texas	06/25/21
City of La Porte	Texas	06/11/21
City of Mesquite	Texas	01/15/26
City of Morgan's Point	Texas	12/15/21
City of San Angelo	Texas	09/28/23
City of Seabrook	Texas	06/01/21
City of Texas City	Texas	11/01/22
City of Wharton	Texas	05/30/21

Collin County	Texas	02/03/22
Denton County	Texas	04/29/21
Ellis County	Texas	01/25/22
Fort Bend County- Clearing Contract	Texas	03/31/22
Galveston County	Texas	09/14/21
Goliad County	Texas	08/29/22
Parker County	Texas	06/30/21
Tarrant County	Texas	03/12/21
TXDOT- Travis County	Texas	04/25/21
Walker County	Texas	09/30/21

Handling Multiple Simultaneous Contracts

Past Performance and Experience:

Contract experience involves all phases of recovery after disasters generated by hurricanes, wind or ice storms, tornados, floods, drought, wildfires or radical disease infestation. Services we have successfully provided in the past include:

- Debris Damage/Quantity Assessments
- Emergency Road Clearance
- Hazardous Tree, Limbs, and Root Removal
- Debris Removal from Streams and Canals
- Vegetative, C&D, HHW, and White Goods Removal from ROW and Private Property
- Demolition of Structures
- DMS Preparation, Management, Restoration, and Close-out
- Debris Reduction by Grinding, Open-Burn, and Air Curtain Incineration
- Debris Removal from DMS to Final Disposal
- Stream and Canal Restoration
- Beach and Sand Cleaning and Restoration
- Equipment and Manpower Leasing
- Contract Management Compliance

Hurricane Florence:

In September 2018, TFR partnered with North Carolina DOT to plan and execute emergency cut and shove services for six counties. After review, the team determined each county needed 30 push crews with a crew defined as four people: a bobcat with operator, two saw men/flaggers, and one supervisor with a pickup.

TFR activated resources from its extensive database on standby: 180 bobcats and 720 personnel, which were on site and working within 24 hours. Immediately upon Florence's winds reducing to less than 40 mph, resources were mobilized to their assigned county to begin clearing roadways. This was one of the largest and most expedient push crew responses in TFR's 30 years of disaster response.

Multiple Simultaneous Contracts:

In the 2017 Hurricane Season, which saw major damages from Hurricanes Harvey, Irma, and Maria, TFR performed work simultaneously in Texas, Florida, and Puerto Rico. In addition, the Army Corps of Engineers activated our ACI Standby Debris Removal contract to assist with severe weather conditions that led to devastating mudslides. TFR received exceptional ratings on both Contractor Performance Assessment Reports from USACE.

Proposal Statement

TFR Enterprises, Inc. meets the proposal requirements and evaluation factors based on the following qualifications:

- ✓ 31 years of experience with Disaster Debris work
- ✓ 150 pieces of company-owned equipment
- ✓ Proven local experience in Louisiana with 8 contract activations following Hurricanes Laura and Delta in 2020
- ✓ Financial flexibility to complete multiple large-scale projects simultaneously

Project Approach

This operational plan has been thoroughly vetted over years and years of disaster-related debris management projects. Utilized in Plantation, Florida to smaller projects such as Port Aransas, Texas, the operational plan outlined below maintains the flexibility to administer and complete multiple large-scale projects simultaneously without sacrificing safety, transparency and performance. In 2017, TFR's flexible operational plan was tested. With projects spanning from Puerto Rico, California, Florida, to Beaumont, Texas, **TFR operated, funded, and successfully completed 26 simultaneous projects with a total value over $78 MIL.**

FEMA Understanding and Experience

TFR possesses an intimate understanding of the FEMA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient at possible.

TFR personnel have conducted over 250+ federally funded projects, and as such, has gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With minimal turnover in our key personnel for the past five (15) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 30 years. Sharon Lyell, our Project Administrator, in conjunction with Tiffany Jean, Senior Contract Administrator, head our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program*:

- Provide extensive pre-event training sessions with review of previous submitted FEMA paperwork
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments
- Train clients on FEMA's Cost Estimating Format, a forward pricing model allowing FEMA to account for all possible costs on large projects
- Assist in the preparation of Immediate Needs Funding (INF) requests
- Review the operational procedures of the FEMA Public Assistance Program as it relates to the overall recovery process

Supporting Communities from the Ground Up

☑ Ready
With years of experience helping hundreds of customers, TFR offers a deep understanding of the disaster recovery process. We help our clients put together a plan before a disaster strikes so that they will be ready to respond when it does.

☑ React
TFR hits the ground running as soon as a disaster strike. We can mobilize our expert project managers, crews, and state-of-the-art equipment within hours.

☑ Respond
TFR carefully coordinates every disaster recovery/debris management plan to meet the needs of the community. Our deep planning and project expertise enable us to provide extremely accurate time/cost estimates and meet or exceed all project expectations.

☑ Recover
TFR provides support and technical assistance to help clients navigate a complex maze of state and federal public assistance programs, including FEMA reimbursements, to help disaster-impacted communities get back on their feet as quickly as possible.

- Inform and prepare for critical meetings with FEMA, emphasis on "Kick-off Meeting" and "Applicant's Briefing"
- Aid in the preparation of Project Worksheets
- Provide, review and confirm accuracy of supporting documentation (i.e. Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement

TFR takes a proactive approach to debris management. Enacting a comprehensive, efficient debris management plan, which retains operational flexibility to address problems on the fly, is vital to the success of the project and our client's realization of full FEMA reimbursement. Upon establishment of a debris management plan, we strongly suggest submitting the plan for FEMA review, relieving undo stress over FEMA acceptance following a disaster event.

Training Sessions and Tabletop Exercises

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all Clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. In the past, we have offered this value-added service to Clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

With TFR's expertise and guidance, together, the client and TFR will develop a complete, full-service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quicker and realize full FEMA reimbursement. Additionally, by identifying key elements, such as DMS and Staging locations, TFR can better rapidly mobilize to ensure an efficient response immediately following the storm.

TFR Spotlight

TFR has successfully completed more than $350,000,000.00 in federally funded task orders.

TFR's training session focuses heavily on the following topics:

FEMA Guidelines and Policies

This portion of the training is billed "How Best to Maximize Your Federal Reimbursement." We walk through, step-by-step, the FEMA *Public Assistance Program* from the Disaster Declaration by the President to submittal of the "Letter Requesting Project Closeout." TFR will inform our clients of topical and current FEMA guidelines and policies that are affecting the reimbursement process. Additionally, to benefit and familiarize Officials with federal documentation and expectations, TFR will review and analyze a FEMA Reimbursement Submittal from a current client that received full funding. This portion of the training is customized to fit the knowledge and expertise of the local officials, however, in every training session we stress key elements of the process outlined below:

- Review and recommendations for *Request for Public Assistance Form*
- Training of personnel of federal expectations in Project Worksheets (PW)
    - Review scope of work justifications including narratives, fiscal documentation, and
    - Analyze accepted content documentation of completed projects, including photo documentation, invoices, etc.
    - Review supporting documentation for PW's for accuracy.
    - Familiarize client with an individual project and deficiencies of the file, scope of work as relating to the project worksheets, and cost estimates.
- Review and identification of eligible equipment, labor and contracts, accurate unit costs and scope of work.

- Review and analyze the utilization of Force Account Equipment, Force Account Materials and Force Account Labor practices for reconciliation with Work Orders and Equipment Codes
- Review and recommendations for *Force Account Labor Summary Record, Force Account Equipment Summary Record,* and *Contract Work Summary Record*
- Review and analysis of documentation program in keeping with FEMA reimbursement guidelines:
  - Update existing documentation and record keeping systems as to comply with federal reporting and record keeping, or
  - Propose record keeping and documentation system that will comply with federal reporting and record keeping requirements.
- Provide training and orientation to clerical and department heads on required documentation quality and quantity requirements
- Examine the reconciliation of invoices to appropriate Purchase Orders and PW's scope of work.
- Examine status reports and PW tracking through State and Federal Agencies.
- Review the organization and preparation of invoices, cancelled checks, contracts, public notices, bid tabulations, force account labor and equipment information summaries with easy reference tabs, attached in document format, to coincide with the guidance documents utilized by FEMA inspectors
- Examine the drafting and final submittal of the "Letter Requesting Closeout"

Debris Management Site Location and Testing

In conjunction with Government Officials, TFR seeks to aid in the selection and qualification of Debris Management Sites. Identification and selection of an appropriate DMS is vital to the efficiency, cost control and overall safety of the debris management process. The FEMA *Debris Management Guide* outlines the selection of a DMS through the following:

1. Ownership
2. Size
3. Location
4. Environmental and historic concerns

In past planning sessions, TFR and Government Officials have scoured potential areas locating and qualifying numerous DMS through a stringent identification process. Examining the layout of the City/County, possible high-volume areas and environmental impact, TFR and Officials can establish probable locations that best suit the debris management effort. After sites have been identified, historical information is pulled to ensure compliance with the National Historic Preservation Act and soil and water samples are collected to file with State Environmental Protection Agencies. Coupled with TFR's unique ability to operate 8 concurrent debris management sites with Company-owned Diamond Z Grinders, the qualification process of logistically, geographically and environmentally appropriate DMS is key in the efficient, rapid mobilization effort TFR can offer.

Sectoring of the Impacted Area



TFR strongly recommends our clients develop and review sector maps for the debris management plan. If requested, TFR will assist in the establishment of emergency routes with a pivotal focus on immediate need facilities. TFR prioritizes certain immediate need facilities, including EOC's, government buildings, hospitals and FEMA Distribution Centers, to employ a rapid 70-hour "Push" to secure the facility access. Following the establishment of emergency routes, TFR and Government Officials will review preliminary sector maps and designated DMS for debris collection. Our goal is to develop sector maps that retain flexibility post-storm to ensure efficient allocation of resources to debris-ridden areas while emphasizing safety to our crews and the community.

Pre-Strike Procedures

48-72 hours prior to anticipated landfall: Both the President and Director of Operations of TFR Enterprises, Inc. has been monitoring and tracking "Mock" Hurricane through local communication and weather channels.

The Director of Operations will contact the known designated Government Representatives and provide them with the primary and secondary, 24-hour emergency contact personnel and points of contact (e-mail and cell phone).

The Contract Administrator in the home office will produce a list of known, experienced subcontractors from the database and sort the list by States (a list can be provided upon request) *Note: The subcontractors listed as pre-qualified are companies familiar with TFR procedures and expectations. In past projects, these subcontractors have been successful in operating alongside TFR and thoroughly vetted.

Project Managers will each be given a group of these subcontractors to contact. Each Project Manager will begin calling the subcontractors and make the following determinations for each and in aggregate:

- Current equipment and personnel on hand and available to commit if tasked.
- Best-estimated anticipated response time if tasked.
- Plans for housing, feeding personnel, and fuel supply resources.

During this same time period, the Service Manager in the home office will begin calling Equipment Rental Dealers to identify available equipment on hand, such as Rubber Tired Front End Loaders, Skid Steer Loaders, Grapple attachments, Knuckleboom Loaders, Bucket Trucks, Vacuum Trucks, Water Trucks, Bulldozers, Portable Generators and Portable Toilets, to augment, if necessary, TFR owned equipment. Also, the Service Manager will prepare preliminary tracking routes for Company-owned equipment and determine what states and what permits may be required if tasked.

An evaluation of the information gathered from the Subcontractors who have been contacted and an estimated crew/response capability will be made in the following priority:

1) Subcontractors on call with Emergency Road Clearing Equipment.
2) Subcontractors on call with Loading and Hauling Equipment.
3) Subcontractors on call with Site Management Equipment.

This information will be added to the estimated crew/response capability of TFR's own Company-owned equipment and personnel and a preliminary mobilization schedule will be prepared.

24-48 hours prior to anticipated landfall: The Service Manager will begin acquiring trip permits for dispatching the initial transport of heavy equipment (debris clearing and site preparation equipment) to the designated staging area.

Loading and Hauling equipment and personnel will be dispatched to the designated staging area as well as mobile campers and temporary housing units.

The experienced subcontractors previously notified will be contacted by the Project Managers and placed on stand-by, if necessary. Their mobilization capability and preparedness will be noted and updated in the preliminary crew assessment.

0-24 hours prior to anticipated landfall: Upon notification of the Government Representative, or at the discretion of the Director of Operations, the *Pre-Execution Planning Team* (Operations Manager, Operations Planner, Project Managers, Environmental Health and Safety Officer, and the Program/QC Manager) will deploy.

To provide an immediate point of contact, at least one (1) TFR Representative shall "ride out" the storm with Government Officials. This TFR representative shall be responsible in coordinating the "push" effort as the *Pre-Execution Planning Team* assesses the damage, sections the City/County, if not completed, and mobilizes resources.

A work force of Management and Loading and Hauling crews (minimum of ten) have been notified, prepared and will be in the affected Sector/Subsector and poised to respond within a few hours following the landfall or strike for the immediate emergency needs response.

The *Pre-Execution Planning Team* appointed for "Mock" Event is named as follows:

Pre-Execution Team	Named Person	Worked Together	Industry Experience	Disaster Experience
Operations Manager	Kevin Rolison	✓	18	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Operations Planner	Rigo Mejia	✓	12	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Program/QC Manager	Sharon Lyell	✓	26	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Project Manager	Steven Vinyard	✓	5	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
EHS Manager	Tate Wilson	✓	5	HURRICANE, FLOODING

In a post-strike environment, with Notice to Proceed, the planning team will deploy to the designated location within hours to participate in estimating debris volume, sectoring disaster area, locating debris sites, determining personnel and equipment requirements, evaluating environmental and health and safety issues, and identifying necessary permits and license requirements. Once this meeting has taken place, a defined list of equipment and personnel necessary will be identified.

During this planning session, the following determinations will be made:

- Total area affected
- Estimated amount of Debris (This can be performed by Government Officials or TFR, either by aerial assessment or by "windshield" drive-by through the damaged area)
- Number of Sectors to be assigned for best management
- Number of estimated DMS required for efficient removal
- Location of best possible DMS

Mobilization of Personnel and Equipment

Following the coordination with Government Representatives, and identifying the quantities, sectors, DMS and production requirements, TFR will continue the mobilization process.



Pre-Execution Planning Team will call a meeting of all Project Managers and alert them to prepare to leave within 24 hours and be away from home for an extended period. Being within relative proximity of the disaster area, TFR can provide expedient response, as personnel fully understand the requirements and urgency associated with disaster relief and recovery and the little notice provided after the award of a contract. TFR and its partners are fully prepared to meet the mobilization requirements, including the extended time away from families, and fulfill those requirements with the utmost pride to the end product.

- The Operations Manager and his assistant will locate a Staging area where equipment and personnel can mobilize to for inspection and orientation.
- The Service Manager in the home office will deploy one or more of the company's Mobile Field Offices to the Staging area if needed.
- Project Managers will review the equipment and personnel requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized. The Project managers will then review the Company-owned equipment available list, selected Subcontractors immediately available list, and equipment suppliers list. The project managers will notify the subcontractors selected for use on this task order.
- Communication will be given to the dispatcher in the home office of the need of any Company-owned equipment so that they may begin the process of permitting and shipping the necessary pieces. If additional equipment is needed, the project managers will communicate with the equipment manager who will contact the equipment suppliers on standby and order necessary equipment for completion of equipment requirements.
- The Operations manager and his assistant will attempt to secure temporary housing, such as RV parks or other suitable location for temporary use for parking travel trailers. (The company, as well as many of its employees and subcontractors, have self-contained travel trailers which are used in the early response and mobilization of the project. As the local infrastructure improves and the demand on housing (hotels, etc.) decreases, many employees will relocate.)
- The Operations Manager or his assistant will prepare a list of all TFR employees and their Points of Contact (i.e., cell phone, e-mail) and deliver copies to Government Officials.
- The Operations Manager or his assistant will review Subcontract Agreements and supply copies of Current Wage Rates.

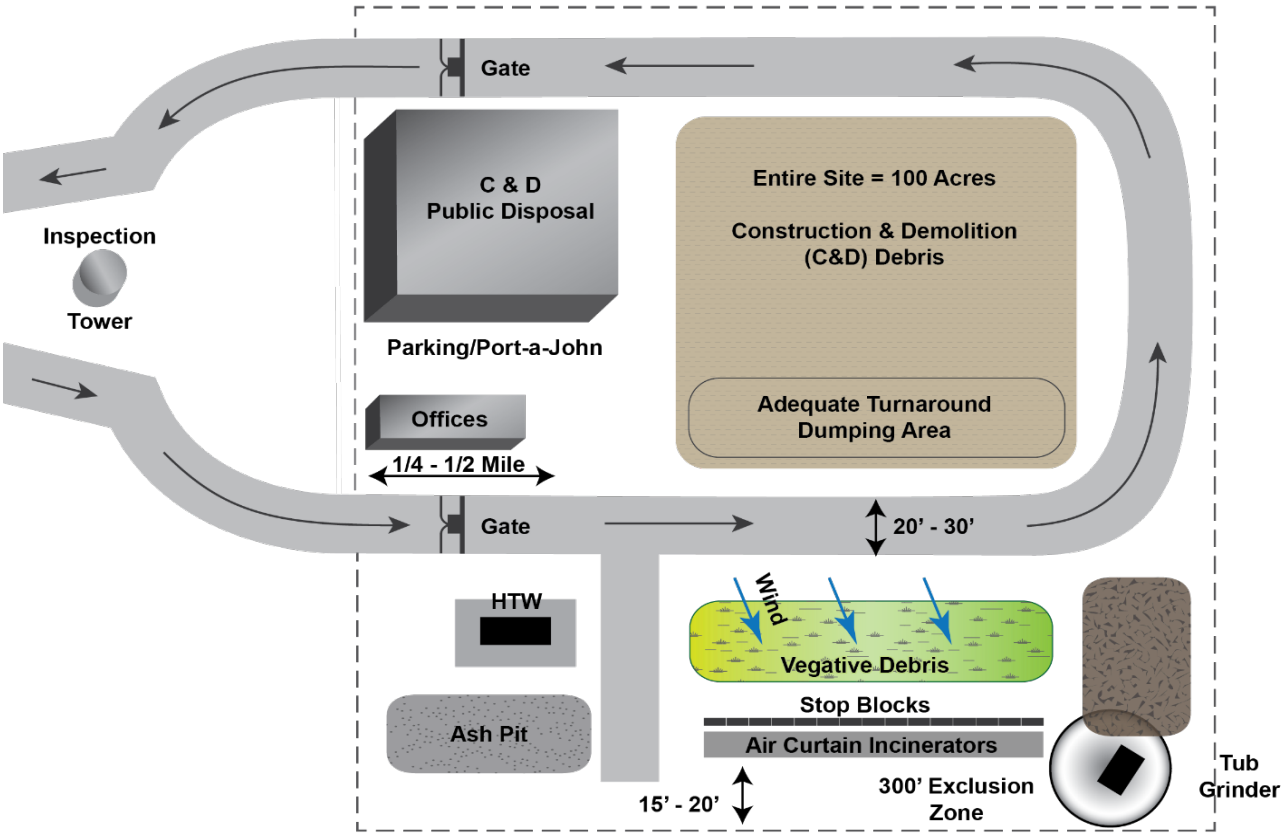
Preparation of Debris Management Sites

Obtaining and Possessing Necessary Licenses and Permits - The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before occupation, will be made for the record, in addition to any soil, water or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the EHS Manager will then prepare copies of all necessary permits for delivery to Government Representatives.

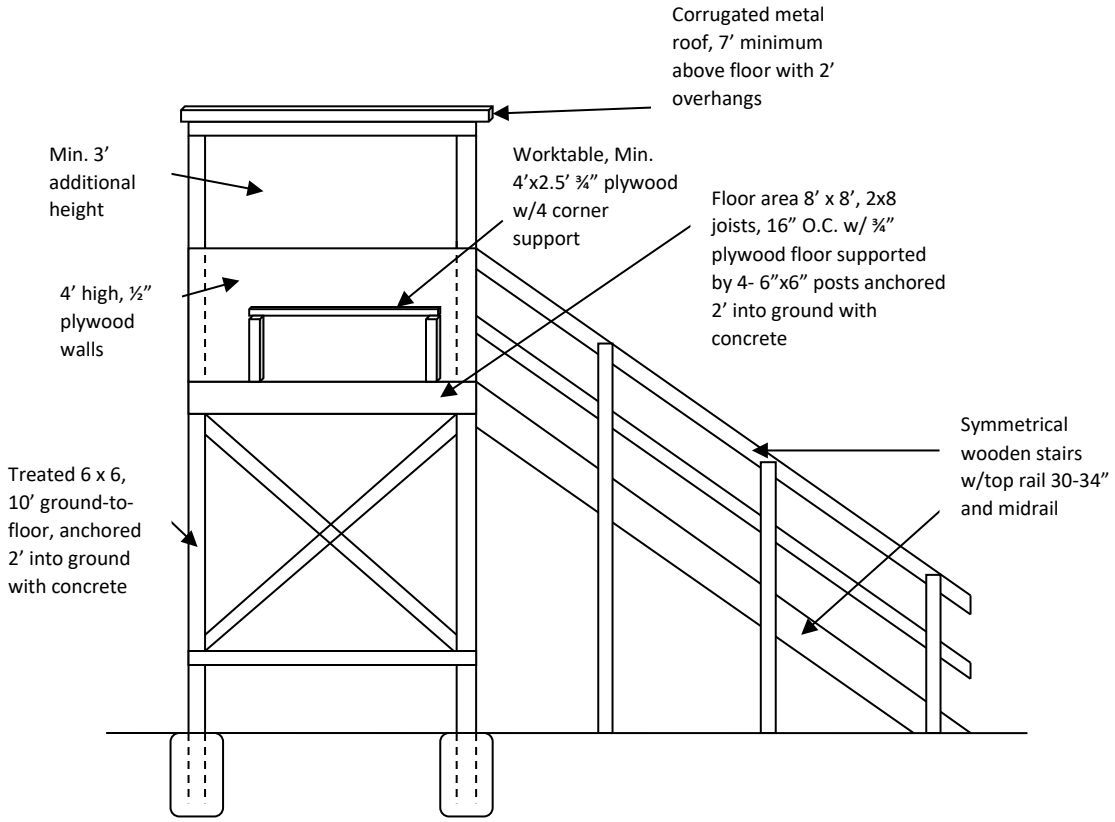
Submittal of Site Plan and Establish Field Offices and Equipment Staging Area - After the approval/assignment by Government Representatives of the DMS, which currently is unidentified, a physical review of the site will be made by the OM, the site manager and representatives. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect:(1) access to the site (ingress, egress)

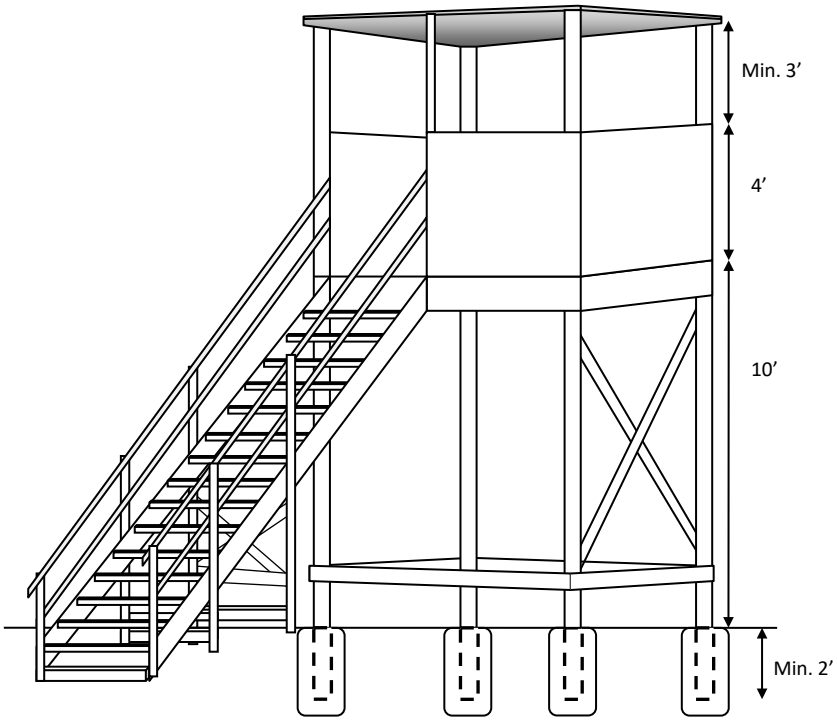
(2) Site preparation-clearing, erosion control and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) Location of Temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

For the purpose of this RFP and for the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects and that directly addresses the uses outlined above. However, before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked and filed with appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by Government Representatives before DMS accepts storm-generated debris.



Inspection Tower Construction Diagrams





Hazardous Materials Containment Area – TFR's employees have been involved in the preparation and construction of many DMS to FEMA/USACE specifications. The Company will have had all necessary tools and supplies shipped from its home office in the first deployment of equipment. Once again, this is done as a safeguard measure in the event that supplies, and materials may not be readily available in the area following a disaster event. This Hazardous Materials Containment Area shall be constructed to the specifications set forth in the RFP.

Prior to construction, the site will be graded, and a berm constructed to provide a Hazardous Containment Area that will direct site runoff away from the Hazardous Containment Area. The area shall be 30'x30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Six inches (6") of sand shall be spread within the area to provide an additional defense against hazardous leakage while also protecting the heavy gauge plastic against rips and tears. Additional plastic or tarp sufficient to cover the area will be available to prevent rain or snow from entering the containment. Lastly, site runoff shall be redirected away and from the containment area through utilization of site grading.

Additional Construction Procedures that may be necessary are:

- The establishment of a lined temporary storage area for ash, fuels and other materials that could contaminate soils and groundwater.
- Construction of temporary fencing around debris material storage areas for segregation and protection from traffic.
- Construct non-combustible stop blocks for equipment located at the burn pit.
- Establishment of an equipment staging area where equipment can be isolated and inspected regularly for fuel and oil leaks. Describe provisions for a lined area for fueling and equipment repair to protect soils from spills of petroleum products, hydraulic fluids, etc.
- Provision for plastic liners under stationary equipment such as generators and mobile light plants.
- Construct Roadways Throughout the Site - Traffic will be designed for one way in and one way out to avoid congestion.
- Erect Stop, Slow, and Direction Signs for safety and traffic flow. Signs will also be provided at the main entrance with site name and directions, i.e., Office/Visitor Check-in, visitor parking, truck inspection tower, etc. There will also be signs designating the HTW area, white goods area, first aid area, mixed debris, etc.
- Establish a gated entrance for security to the perimeter of the site and a guard building to record visitors and authorized personnel visiting the site.
- If necessary, establish a "public" or separate dump area for debris hauled by others with separate traffic pattern and a distinguished and separated (by temporary fencing or other means) perimeter to avoid mixing the debris with the debris hauled by the contractor.



Once the Site Plan is approved, the Company will locate its office command center. TFR owns five self-contained command centers constructed on a 45-foot travel trailer. They are inventoried with all needed onsite management, communications, record keeping and safety materials. This includes such items as truck tickets, safety forms, identification signage, cellular phone, radio broadcast systems, desktop computer/fax and copying equipment, hard hats, steel toed boots, flags, safety vests and other miscellaneous items necessary to the immediate operations. These command centers will be equipped with self-supporting generators and temporary sanitary facilities if not, or until, available on site.

Establish Field Office Communications

- Mobile telephones and Company radios will be the main source of communication in the field office until local landline telephones can be installed. All TFR truck drivers are equipped with smart phones. In addition, all TFR managers, supervisors and foremen are equipped with mobile telephones for outside communication in order to coordinate the mobilization and dispatching of equipment as well as being available to the client.
- All Company administrative personnel, including the Operations Manager, have electronic linkage capability for cellular telephones, satellite communications, Internet access and fax access.
- Records and communications are made using a network of personal desktop and laptop computers.
- As quickly as equipment is available (local services may be out for a time following a disaster) all major field locations are given at least one local number to facilitate communication with other local Government Agencies, local suppliers and members of the public.
- As soon as the field office is established, office personnel will be available during hours of operation.
- Inspection of Equipment before beginning Task Order. All equipment previously dispatched and on hand for debris loading and hauling, will be brought into the staging area for safety inspection, identification, measuring and numbering before being deployed to any work area.
- Each piece of equipment will be inspected, and a written inspection report prepared denoting results of the inspection.
- In addition to the safety inspection checklist for trucks, all vehicles (trucks and trailers) will be inspected for current license, tags, registration, and insurance. The inspection report will denote the truck owner and the truck driver. A copy of the operator's driver's license will be copied and on file.
- A determination of driver qualification will be made (i.e. requirement of Class A License).
- Trucks to be used in hauling debris will be inspected for proper tailgates and proper sideboards or other extensions as well as the previous checklist.
- Before a truck will be assigned a number, the inspection report and driver information will be made available for review by a Government Representative, and they shall physically inspect, approve the tailgate and any sideboards or other extensions, and measure the truck for capacity.

Personnel Safety Orientation

All Company employees will receive a copy of the Company's Health and Safety Manual at time of employment. As part of the Company's Safety and Occupational Health plan and in compliance with the Accident Prevention Plan, a safety meeting will be held before any personnel are assigned to a task order.

- The Company Safety Officer will conduct the meeting in the presence of a Government Representative.
- All personal protective equipment required for the assigned task will be checked before personnel is dispatched to the assigned task.
- A Personal Emergency Contact List and Map of Key Facilities for emergency conditions will be passed out to all Company and Government field personnel.

Following the Equipment Inspections and Safety Orientation, Truck Measurement and Numbering, equipment and personnel will be dispatched to the work areas prescribed as a result of meetings between the Project Managers and Government Representatives.

Daily Coordination with Government Representatives

The following is an outline of the company's daily procedures with regard to keeping an informed dialogue between TFR and Government Representatives.

- Each debris removal project is assigned a Load and Haul Project Manager. Before the beginning of each Project or Task Order, the Load and Haul Project Manager and the Project Operations

Manager will meet with the Government's Representative to define the scope of work, work area, and any Government priority as to areas included in the Task Order.

- After the total area of work to be performed under the Task Order has been defined, a map of the area is prepared dividing the total area into sections. These sections are then given a territorial reference (for example Section 1, Section 2, etc.,).
- Two identical copies of this map of the total area divided into sections are prepared, one for the Contractor and one for the Government. The contractor's copy is kept in the field office headquarters of the contractor.
- Each evening a meeting is held between a Government Representative and the Load and Haul Project Manager to review the areas, which have not been worked.
- The Loading and Hauling Project Manager shall confer with a Government Representative and shall provide a work schedule plan daily reflecting the assigned location of all loading crews daily.
- A daily work schedule assigning crews to specific Sections previously approved by the Government's Representative, is prepared by the Load and Haul Project Manager and distributed to the foremen of each crew.
- Loading and Hauling crews shall not be re-assigned to another location until the Load and Haul Project Manager and the Government Representative have inspected the area worked and they have determined that the work performed has met the Scope of Work requirements in the Task Order.
- Each evening following the workday, the Crew Foremen will meet with the Load and Haul Project Manager and will report on the amount of progress in the Sections assigned them.
- The Load and Haul Project Manager, along with the Government Representative will tour each section daily to confirm progress.

When a section has been completed to the satisfaction of TFR and the Government Representative, the Load and Haul Project Manager will indicate the completed section on the map by color-coding the completed section. This map will provide a visual display of work completed and work remaining daily.

Public Service Announcements

TFR shall aid Government Representatives in developing a comprehensive Public Information Strategy. Oftentimes, residents hold local, state and federal officials responsible for slow progress, however, enacting specific procedures to control the efficient flow of information to residents is vital to the community's recovery process. This includes the establishment of a Disaster/Debris Information Center, centralizing the release of vital information to the public. Operated from TFR's Mobile Command Unit utilizing satellite communications, Government Officials, in conjunction with TFR's Management Team, shall create television and radio advisories in the immediate aftermath of an event to be broadcasted five times daily. Additionally, when print media resumes, TFR shall aid in the development of pertinent newsletters detailing the recovery phases while providing a conservative timeline of events. These will be released online, through local newspapers, and posted at pivotal locations throughout the impacted area. TFR also recommends the establishment of an information hotline with a brief recording outlining the information listed below and additional vital information, i.e. debris drop-off locations, etc. This allows citizens to obtain up-to-date information immediately and on their own schedule.

Sample Radio Address

_____ has adopted regulations for the removal of disaster-generated debris. We have established an efficient and effective system in coordination with our debris contractor, so you, the citizen, will know what to expect and how to have your disaster-generated debris removed successfully. Contractors are working seven (7) days a week, twelve (12) hours a day to collect ONLY storm-generated debris.

_____ has divided the City/County into multiple debris collection zones. All zones are being worked simultaneously with the goal of coordinated, safe and efficient recovery. Debris contractors are collecting all the

disaster-generated debris moved to the curb from one subdivision/street/block in a zone before moving to the next. Your cooperation and patience are much appreciated during this trying time.

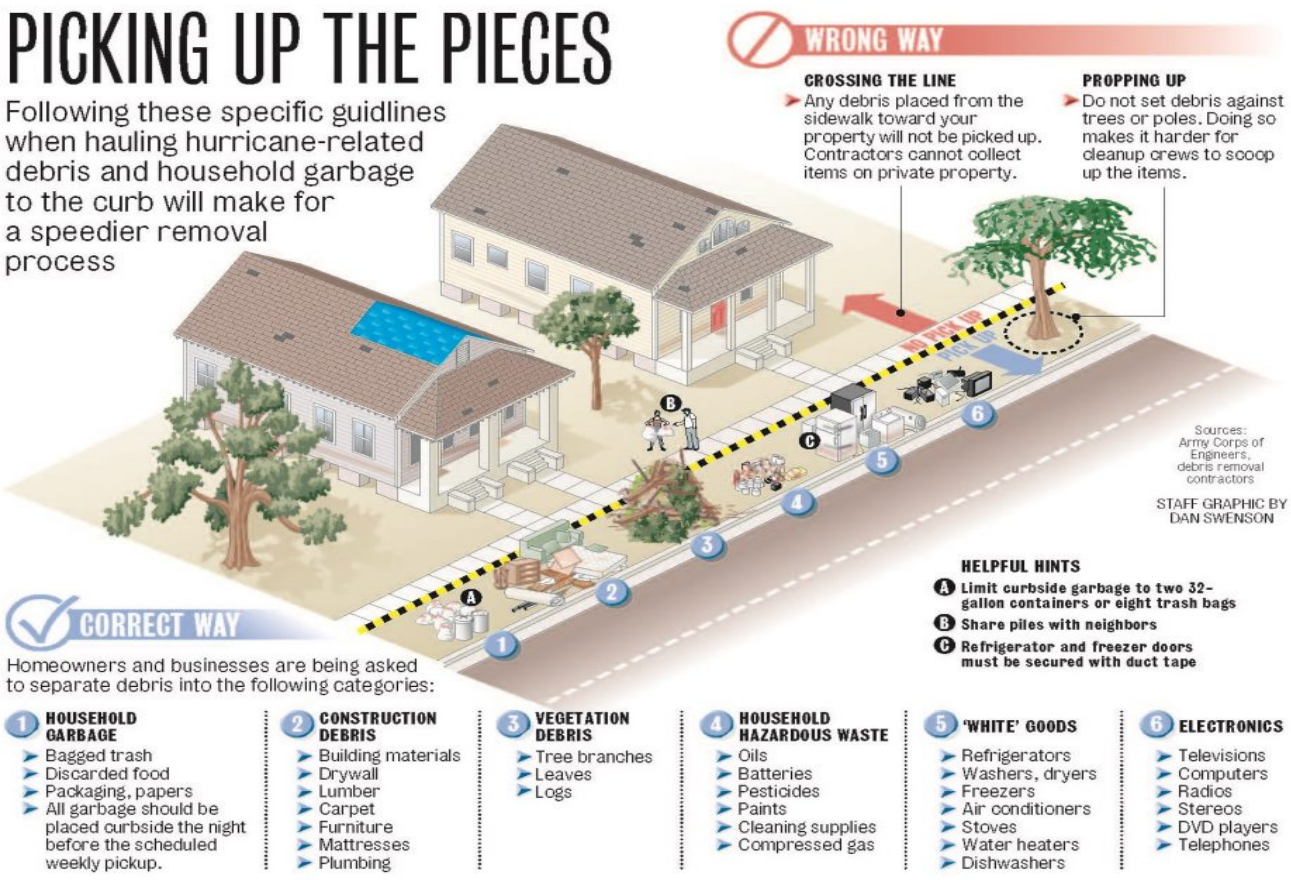
The first pass will be made in your neighborhood beginning _____.

Fellow citizens, as you prepare to place your debris curbside for collection, please adhere to the following guidelines:

1. Do not place debris on top of utilities, for example: cable, phone, electrical or storm drain boxes.
2. Please do not place debris in front of or around your mailbox.
3. Please do not place debris in front of or around your driveway, as emergency vehicles may need to enter the area.
4. Please drive with extreme caution in areas with large debris piles.
5. Please do not block or dump any debris into the storm drains or ditches. This will cause flooding.
6. Please aid contractors by sweeping excess and loose debris from the street in front of your house for collection.
7. Report damages that occur to your personal property to the TFR hotline, (512) 260-3322.
8. Please sort debris according to the following outline.

We are a community, and we shall recover as a community. We appreciate your patience, cooperation and assistance as we undertake this monumental cleanup effort.

The following page, “Picking up the Pieces” will be posted on-line, distributed in local newspapers, and available for residents to properly segregate disaster debris along the ROW.



Debris Collection Operations

During the daily collection, movement, and disposition of debris, the TFR Operations Manager remains in constant contact with all Foremen and Supervisors via 2-way radio/ smart phones to ensure that proper accounting and operational management of debris collection complies with TFR operational procedures. Mid-day conferences, either in person or by radio, ensure that right-of-way, public/private, and local issues are quickly addressed, often immediately. TFR's manager and principals are mindful of other disaster operations taking place in the affected areas during the debris removal process and cautious not to interfere with the efforts of others during the performance of the contract.

The CQC Plan and TFR's Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and crew foremen. Different levels shall have different requirements. A sample form will be provided in and approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and all equipment down time for repairs are noted on the daily reports.
- Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Daily Reports shall be signed by the Contractor's Representative and by a Government Representative.

The TFR's Quality Control Officer shall prepare, sign and submit to a Government Representative a Daily Quality Control Report. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment and plant hours worked and idled or down, testing performed and by whom, loads and quantities hauled to DMS, quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

Removal of Debris from Public Right of Way

Upon receipt of a task order and at the direction of Government Representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to locations designated by the Government's Debris Managers.



One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances and other pertinent information. The foreman is equipped with fire extinguisher, pick-up truck with mobile radio and cellular telephone, first aid safety kit and list of emergency telephone numbers and map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.

Prior to Truck Certification and Inspection, all Subcontractors will have met with the sector superintendent or field administrator and provided the necessary paperwork including copies of current certificates of insurance

(general, auto, workers comp.) copies of driver's licenses, and the execution of Subcontractor Agreements including:

- Copy of Scope of Work
- Copy of Accident Prevention Plan
- Copy of Safety Sheet
- Copy of Ticket Reporting Procedures
- Location of Emergency Response Facilities and Contact Numbers
- Copy of Equal Opportunity Policy
- Copy of Alcohol and Drug Abuse Policy

A truck Measure/Certification Site will be established at the DMS, or another appropriately designated location determined by the City/County, for all trucks to be inspected measured, photographed, and, in case of tonnage contracts, a tare weight. Truck Certification, available upon request, will include the recording (first on a paper Certification Form and by Electronic Form) of the following:

- Date of Measure
- Assigned Truck Number
- Truck Measured Capacity
- Truck Description (including model, type and color)
- License No. and State
- VIN No.
- Truck Owner
- Name of Subcontractor Truck is working for
- Truck Driver
- Truck Driver's License No. and State
- Truck Drivers cell phone or contact number
- Truck Tare Weight
- Notes or exceptions (i.e. descriptions, deductions for doghouse, etc.)
- Signature space for
    - Truck Driver
    - Contractor's Representative
    - Government's Representative
- A photograph of the Measured Truck w/driver will either be, taken by Polaroid Camera and attached to the Certification Sheet; or by Digital and Stored.
- Each Truck Dump Bed will be assigned the required TFR issued side signs on each dump body, all to be weather durable, tamperproof and non-removable:
    - Company Name
    - Truck Number
    - Maximum Volume in Cubic Yards
    - Inspector's Name and Date

These signs will be placed, one each on each side of the dump bed body and be maintained throughout the duration of the project to ensure readability.

Additional Truck dump trailers (pup trailers) will each have a separate truck measure certification including all of the information outlined above along with a notation as to the truck that it is coupled with.

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement and hauling procedures at the staging area as outlined in the section above. All loading and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination,

and assigned a crew foreman. All crews and foremen will be instructed by the Load and Haul Supervisor that they are to work in areas designated by a Government Debris Manager and are not to relocate or move from one area to another without prior approval. No employees, or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Hazardous Tree Removal

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, are eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing, if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and an eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property
- It has a DBH of 6" or greater
- AND one or more of these criteria:
  - 50% or more of the crown is damaged or destroyed
  - A split trunk or broken branches that expose the heart wood
  - Fallen or uprooted within a public use area
  - Leaning at an angle greater than 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls
- The shape of the tree, the lean of the tree and decayed or weak spots
- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree specific removal plan, the following procedures shall take place:

1. The employee shall work form the uphill side whenever possible.
2. Prior to felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.
3. Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
4. Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
5. A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH). No tree shall be felled by "slicing" or "ripping" cuts.
6. The depth or penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
7. The resulting notch shall be flush cut to the ground.

Hazardous Limb Removal

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the general public
- Greater than 2" in diameter at the point of breakage
- Broken and still attached to the tree

The resulting debris will be collected from the grounds and hauled in accordance with normal debris collection standards.

Hazardous Stump Removal
The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root-ball exposed
- Greater than 24" in diameter, as measured 24" above the ground
- Located on public property or a public ROW
- Immediate threat to public health and safety

Once the diameter is established, pictures are taken, GPS coordinates establishing the location and the specific threat documented, the stump will be physically removed by the best means available. The resulting hole from the stump removal will be backfilled and amount of material needed will be recorded.

Reduction of Debris
Reduction of debris is normally applied to the vegetative debris such as brush and trees debris, which is also referred to as "burnable debris". However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, treated timber. This process is applied for the purpose of reducing the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping and grinding, and recycling. Recycling is covered in the various sections as appropriate.

Incineration
There are two general classifications of the burning method, open burn and air curtain incineration.

Open Burning: Open burning, although very cost effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burn particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration: Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris but with less environmental impact than the open burning method. Air curtain incineration incorporates the use of a "burn pit" aided by a forced air blower. The pit can be constructed below or above grade (depending on water table) and includes a mechanical blower to create constant optimal burn rates and an "air curtain" effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc. there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

1. A set back of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structure of at least 1,000 feet.
2. Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit
3. Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.

4. Use clay or limestone to create an impervious layer on the bottom of the pit to prevent leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
5. Seal the pit ends at least four feet high.
6. Pit construction (in accordance with this solicitation) shall be 8-9 feet wide, and 14 feet deep.
7. A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
8. The blower will be configured to direct the airflow so as to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the air flow except during dumping.
9. Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
10. The length of the pit shall be no longer than the length of the blower nozzle.
11. The operators shall be instructed to load the pit uniformly along its length.
12. Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
13. Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

Chipping/Grinding



Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to an economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or "chips" This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips have the possibility to be recycled and used as mulch, fuel, ground cover and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

1. Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
2. The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
3. Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
4. Debris must be sorted and clean of other contaminants such as metals.
5. Operators must wear hard hats even in closed cab machines while operating.
6. Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
7. Ground debris or mulch shall be stored onside in piles no higher than 15 feet. Such piles shall not remain on site for longer than seven (7) days and haul out procedures shall ensure. Ground debris or mulch is monitored daily for heat and internal combustion.

Segregation of Debris

Before material is brought into the DMS, all preparations outlined above will be substantially completed. The DMS will have staging areas for each category of debris brought into the site. All debris will pass by the inspection tower after entering the site and all loads will be inspected.

Although every effort will be made to segregate debris on the right-of-way before loading, debris materials still become mixed and some loads are so co-mingled that they are classified as mixed debris loads. These loads will be directed to the area defined on the site plan as the "mixed debris" pile. This material will be sorted and separated by machines with grapples and "thumbs" and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metals Piles.

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before landfill, so as to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing.

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the collection points designated by the Government Debris Manager. However, in the event that HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at curbside and delivered to the collection points designated by the Government Debris Manager. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids.

Metals will be separated at the curbside and delivered to a separate staging area at the DMS unless directed otherwise by the Government Debris Manager. These items may be recycled.

During the operation of a DMS, special attention is afforded to the following areas:

Site Safety: The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting prior to the beginning of operations of the debris reduction site. Items to be included in the Safety meeting will be:

a. An overall review of the Site Plan and directions as to the location of all temporary structures, the planned traffic flow, location of first aid stations, eye wash stations, fire extinguishers and location of sign with postings of emergency numbers.
b. The first Weekly Safety Meeting will be held and all information as outlined in the Company Safety and Occupational Health Plan will be covered.
c. The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
d. A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.

Dust Control: TFR provides water trucks, which do routine trips throughout the site during the operations, keeping dry roads dampened for the purpose of minimizing the dust count. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.

Hazardous Materials Containment Area: The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to assure proper site runoff is still intact.

Roadways: Traffic will be designed as to allow the flow of incoming and outgoing debris trucks so as to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.

Communication: Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

Disposal Procedures

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that a permanent or final debris resting place may not be immediately available in the beginning of operations, and we have therefore included the general operations of a Debris Management Site (DMS) in this proposal.

Disposal of debris is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill or as expressed above, at a DMS. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

1. All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed on the dump site procedures before leaving the loading site.
7. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
8. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to dump his/her debris.
9. Each truck operator will be directed as to where to dump each load at the dump site location by the designated dumpsite operator.
10. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
11. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

Haul Out Procedures

Hauling out of debris is the operation of hauling reduced debris from a DMS to a final resting place at a designated destination to be used in any number of capacities such as ground cover, biofuel and fertilizer. This operation includes the use of hauling equipment. In the hauling out operations, special consideration is given to the following:

1. All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Site Manager, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed on the dump site procedures before beginning loading activities and hauling reduced debris out of the DMS.
7. Trucks are loaded by rubber-tired backhoes, or excavator, utilizing a mulch ramp constructed approximately twelve (12) feet high, eight (8) feet wide and at a grade, not to exceed, thirty-five (35) degrees. This shall be determined at the site depending on topography and availability. No individuals will be allowed on the structure unless otherwise instructed to do so by the Site Manager and/or assessing the overall safety of the structure.
8. Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and any and all items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
9. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
10. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to leave the dump to its final destination.
11. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

White Goods

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items will be separated at curbside and will be delivered to the DMS collection point. At the DMS we will contain Dirty White Goods separate from White Goods and they will be inspected and properly cleaned of all chemicals or fluids or removed by professionals certified and licensed to dispose of them. TFR shall submit a Dirty White Goods Operations, Cleaning and Disposal Plan prior to beginning site operations.

Upon award of a contract, a Hazmat removal team will be assigned to oversee the curbside removal and HHW removal at the DMS and, if given a contract for ROE, precede the demolition team. The Hazmat team will remove all HHW and White Goods to the curbside, separated, before haul off, or demolition begins. This team will document on a daily reporting form, the type and quantity of HHW and White goods at the pick-up location.

- Refrigerants with putrescible wastes will be sealed by taping closed so as not to have accidental openings and spillage while in transit to disposal site.

- The separated HHW and White Goods will be transported by separate container from the demolition site to the DMS.
- Any HHW that may inadvertently become mixed with truckloads shall be separated at the DMS and stored in the HHW area for removal by the HHW crew.
- Automobiles will be removed to a separate temporary storage area where they will be held for recycling.
- Loose tires located at curbside will be kept separate and removed by the HHW crew.
- Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, such as sealed freezers, refrigerators, coolers and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to can attract or providing food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make siting and operating a DMS difficult. There are also numerous potential employee health and safety issues related to the removal and disposal of putrescible wastes.
- White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced and trained personnel will be used for these critical tasks to minimize risk and maximize efficiency.
- All waste removal, cleaning and handling will be managed to minimize potential exposure of workers and others to waste and minimize generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure, attraction of wildlife and minimize volume expansion through addition of water to the waste stream.

Vehicles and Vessels

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area. It is anticipated that the State Government's Department of Transportation or Department of Motor Vehicles will be the project manager for title of ownership issues related to any vehicle recovery and recycling project associated with the disaster response. Vehicles and vessels brought to the staging areas will be inventoried by license plate, make, model, color and vehicle identification number. They shall be staged, and site tagged for easy retrieval.

- For a vehicle or a vessel to be deemed eligible it must:
- Present a hazard or immediate threat that blocks ingress/egress in a public-use area
- Ownership is undetermined
- The applicant followed all local ordinances and State laws by securing ownership
- The applicant verified chain of custody, transport, and disposal of the vehicle or vessel

Private Property Debris Removal

Private property debris removal must present an immediate health and safety threat to the general public before it will be reimbursed under the Public Assistance Program. This is typically the responsibility of private property owners however, if the debris poses a threat to the general public-at-large and the property owners are unavailable the State or local municipalities may need to enter onto private property to alleviate the immediate threat.

Bastrop County PPDR

"We are fortunate to have TFR as an experienced contractor, with an abundance of specialized equipment and an experienced management staff helping us with our recovery efforts. I am thankful for all that TFR has done to help Bastrop County in our recovery efforts, and I am pleased to provide this endorsement and recommendation to others that are in need of the services TFR provides."

Ronnie Moore
Bastrop County Engineer

616,500 Total Cubic Yards **(245,700 PPDR)**
38,000 Total Hazardous Trees **(27,000 PPDR)**

If authorized, FEMA 325, Public Assistance Debris Management Guide states applicants are required to document all legal processes used to gain access to private property through the following:

1) Each property owner must sign a right-of-entry which includes a hold harmless agreement and indemnification applicable to the scope of work.
2) Photos to document the condition of the property prior to beginning work.
3) PPDR Assessment to establish the scope of eligible work.
4) Documentation of Environmental and Historic Review.

Disaster Debris Recycling

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible and many members of management are LEED Certified. As such, TFR utilizes tub grinders, slow speed shredder, trommels, loaders, and excavators which are used to sort, separate, and reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources as boiler fuel for co-generation plants or production mills. In addition to the vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals and clean vegetative debris sorted and piled for recycling.

Sources will be sought for the following recyclable material:

Asphalt
C&D
Concrete/Aggregate
Dirt
E-Waste
Metals
Roofing Materials
White Goods
Mulch
Tires

TFR Spotlight

Bastrop County Wildfire

100% of the mulch created from grinding of trees was utilized in a beneficial reuse or was recycled.

100% of the C&D was recycled.

TFR has vast experience employing recycling activities and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local paper mill in Orange County, Texas. This strict commitment to recycling of storm-generated debris has benefited both client and TFR.

DMS Remediation and Restoration

In the event of a natural disaster, a Debris Management Site (DMS), usually selected by the government, may be used to process debris before its final disposal. Substantial site preparation may be required such as proper access points of entry, security devices, control gate, fenced storage compounds, adequate internal haul roads, proper erosion and sediment control fencing, and stormwater retention features, to name a few. If a DMS is required, then TFR will, upon entering each site for the first time, photo-document the existing site conditions using both a video camera and still photographs.

At the cessation of DMS operations, all sites will be restored to the satisfaction of Government Representatives/Owner with the intent of maintaining the utility of each site, leaving it unencumbered for future use and to safeguard the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer prior to final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade prior to vacating each site.
- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, wells, fencing, construction entrances and built up aggregate haul roads) will be removed from each DMS unless otherwise instructed by the Government's Representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video camera and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to original condition.

Emergency Services

TFR has partnered with companies throughout the United States to provide emergency services beyond debris removal. The following is a list of additional services that TFR stands ready to supply if needed.

Emergency Services	Suppliers	
Water/Ice	• Reddy Ice • Water Monster	• H2eco • Sparkletts
Kitchen Facilities	• Kitchen Corps, Inc • Temporary Kitchens 123	• RK Emergency Management Support • Disaster Management Group, LLC
Ready Meals	• Heater Meals • Mountain House	• Chef Minute Meals • GA Foods
Base Camps	• Granny's Alliance • Ellipse Global	• Brookstone Emergency Services • Disaster Management Group, LLC
Restroom/Shower Units	• United Site Services, Inc • Daisy Waste	• Ellipse Global • Afford-A-Potty
Environmental Services	• Payne's Environmental Srvcs, LLC • FGL Environmental	• SWS Environmental Services • One Stop Environmental
Temporary Office	• Mobile Office Pros • Pac-Van	• Mobile Modular • US Construction Trailers
Aerial Video/Photos	• Drone Aire	• Airborne Response
Housing	• CLC Lodging	• Ellipse Global
Security	• Off Duty Services	• Safety Cop LLC
Generators	• Aggreko	• Genset Services, Inc
Light Sources	• Prism Lighting	• Sunbelt Rentals
Fuel Suppliers	• Suncoast Resources • Jaguar Fueling Services, LLC	• Atlas Oil • Fuel Master
Equipment Rental	• Deep South Crane Rentals • United Rentals • Caterpillar • Sunbelt Rentals • Hertz Equipment Rental	• Volvo • Komatsu • Herc Rentals • John Deere
Emergency Roof Tarping	• Beyond Exteriors • Affordable Roofing	• Storm Guard • Servpro

Emergency Services	Suppliers	
Barge Transport	• Poseidon Barge	• American Commercial Barge Line
Satellite Service/Communication	• Verizon	
Diving Services	• Lone Star Diving Services, Inc	• Diver Dan

Subcontracting Plan

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 150+ pieces of equipment including, but not limited to, twenty-five (25) self-loaders with trailers, six (6) Diamond Z Tub Grinders, two (2) horizontal grinders, heavy haulers, excavators and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid, efficient operations shall never hamper the ongoing project and impact TFR's project timeline. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors for fulfilling any and all duties to the City/County by securing the vitality of our equipment.

With the large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an effected community almost immediately. However, this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without the strong, positive working relationship with our clients, suppliers and our countless subcontractors. This service-minded attitude drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small business, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by Government Representatives and other Government Agencies.

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent at which they are available and properly licensed. TFR shall exhaust any and all avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work local. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. There are a number of factors that contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, (3) information on local suppliers for parts, equipment repairs, etc., (4) reduction in end project costs as local subcontractors do not require housing and travel cost, per diem, etc. These factors reduce the cost of the project while allowing the City/County to retain large portions of the money in the hands of its constituency. With these reasons in mind, TFR is committed to fulfilling the requirements by implementing the Local Subcontracting Plan listed below:

1. Establish a local telephone line so that it may be contacted easier than calling to long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its work site and at its field office.

3. Subcontracting opportunities are advertised by local newspaper/online.
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.
5. The local Veteran's Administration is contacted upon the company's assignment of a task order, and alerted as to the type of products and service the contract requires, and the company's local telephone number and address is registered with them, not only for subcontracting, but for short-term employment opportunities
6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource of small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ any local subcontractor. Under circumstances in which local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals.

Subcontractor Management

TFR manages subcontracts through a five-step process:

1. Selection of most appropriate subcontractors. This is done through balancing geography and capability. Local subcontractors are almost always more cost effective as they go home at night to sleep and eat. They also have local resources for materials, supplies and equipment repairs, and thus, are preferred.
2. The issuing of the formal subcontract establishes contract compliance requirements, formalizes expectations, and provides an established, impartial mechanism for quick resolution of disputes as they arise.
3. Production is tracked and expectations are communicated daily.
4. Daily active Quality Control results in immediate identification and correction of problems.
5. QC and other reporting get rolled up regularly into Contract compliance and reporting, such as small business subcontracting plans.

TFR's Subcontractor Management Plan and approach is focused on three main performance evaluation criteria

- Production
- Safety, explained in Safety Section
- Quality Control

Production:

Ready means that the subcontractors have completed appropriate administrative actions, have their equipment and personnel on site and in condition to work, and they know the tasks they are expected to perform. Prior to NTP, the subcontractors identified, selected and are notified by the Operations Manager. Priorities are based upon review of the database of all experienced subcontractors. The priority list for subcontracts is grouped into our known, experienced subcontractors, and augmented by the capabilities of the local subcontractors.

Upon receiving notice to proceed from the contracting agency or at the discretion of the Operations Manager, we will notify subcontractors on stand-by to execute mobilization plans and their personnel and provide us with a firm arrival ready-to-work time. Additionally, TFR personnel will also review the equipment and personnel

requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized. This will first come from the Company-owned available list, then Level 1 Subcontractors immediately available list, comprised of our known, experienced subcontractors and local contractors, and equipment suppliers list.

No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Working effectively means good communications of expectations and regular optimization. There will be daily formal and informal communications between the Project Managers and the subcontractor's superintendents. At the start of each day, the geographic area assigned will be reviewed and verified, along with any known hindrances to free flowing operations. Also covered will be production expectations, other difficulties expected, and the performance of previous period (usually the previous day). In addition to this start up communication, the subcontractors will have the chance to review and comment on the previous QC report, noting key items like production reported, equipment and personnel readiness and actions and variances.

Each day (or other period depending on project requirements) subcontractors will get the chance to communicate and "buy-in" to the immediate operations plan.

Subcontractor Safety:
Subcontractor safety is addressed in the Corporate Safety Program Section of this proposal.

Subcontractor Quality Control Program:
The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspection and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification.

During work on this contract the quality control personnel will perform the required inspections on the subcontractor's work. The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Scope of Work and TFR's Quality Control Program. Additionally, the TFR Quality Control Officer shall prepare, sign and submit to Government Representatives a Daily Quality Control Report. This will include identification of Subcontractor QC actions. Subcontractor actions subject to QC verification and reporting, include, at a minimum:

- Summary of safety issues
- Infrastructure damage
- Total numbers of trucks loaded
- Equipment and plant hours worked and idled or down
- Testing performed and by whom
- Loads and quantities hauled to DMS
- Quantity of debris reduced (if applicable)
- Number of subcontractor personnel working
- Contract non-compliance issues
- All corrective actions

In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record. Additional quality control measures will be discussed later in the Quality Control Section.

Multiple Delivery Orders in Multiple Locations

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company.
- All Task Order Superintendents report to the Operations Manager
- Depending on scope of work and size of contract:
  - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, Site Manager).
  - Each Project manager will report daily to the Task Order Superintendent
  - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
  - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
  - Provide daily work assignments to each crew foreman
  - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets and work assignments for the following day.

Managing Multiple Subcontractors on Multiple Task Orders

If awarded multiple task orders in different geographical areas, TFR will assign a separate Project Manager for each region to oversee TFR operations and subcontractors. Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by Government Representatives. As in all projects, it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

Each superintendent will establish a field office located within the area of the assigned Task Order. The Superintendent for each task order will have the authority to hire subcontractors and additional field personnel when necessary. All field office personnel will have electronic linkage with the capability of communicating and sending information and daily records to the home office. Daily ticket recording and recordkeeping will be conducted and maintained in the field. Should the quantity of work warrant enhanced capabilities for the region and at the discretion of the Superintendent, TFR shall dispatch additional mobile command units where necessary. Reconciled information for subcontractors will be sent to the home office weekly and billings and subcontractor payments as well as local employees, vendors and suppliers will be recorded posted, and checks written on National Banks from the home office. Checks for payments will be processed weekly and sent to the field office by either courier or public carrier (such as Federal Express or UPS) for disbursement.

Task Order Superintendents will appoint Load & Haul Crew Managers, Hazardous Tree Trimming and Removal Managers, Site Managers and Demolition and ROE Managers (as needed per task order).

Each Task Order Superintendent shall have the authority to commit the Corporation, and resources of TFR including signing contracts and modifications. They shall also have the authority to provide administrative and financial resources, equipment and personnel in support of the project. Their authority will include supporting and investing authority and oversight to Project Managers and Supervisors, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

The Task Order Superintendent is responsible for day-to-day operations, including waste stream documentation, daily reporting/progress and planning requirements, communications with Government Representatives, enforcement of Scope of Work, and oversight of Load and Haul and Site Managers. They report to the Operations Manager and the on-site Government Representative and act as liaison between the two.

Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by Government Representatives. As in all projects as it remains absolute condition precedence, all subcontractors will be under the direction of a TFR Supervisor.

Corporate Safety Program

The safety and health of our employees continues to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy workplace for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all associated with TFR Enterprises, Inc. whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees are required to report any violations, unsafe conditions or known safety hazards to their immediate supervisors at once.

All subcontract agreements are subject to the Company's Safety and Occupational Health Policy as a condition of the contract agreement. To ensure compliance, the Safety Officer is empowered with the authority to take such actions necessary to protect life, health, and safety and to protect the environment, as they deem necessary. This authority shall be irrevocable and shall include, but is not limited to, the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. The Safety Officer will report to the Operations Manager and to the Chief Executive Officer of the corporation.

A copy of the Company's Safety and occupational Health Policy and its related Accident Prevention Plan was not included with this proposal because of its length but can be supplied upon request.

Safety for Subcontractors and Suppliers

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

The following procedures will be administered to assure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and prior to beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a monthly safety meeting.
5. It must be firmly established that all subcontractors' employees must be abide by the applicable OSHA regulations.

Housekeeping

Housekeeping is essential in accident prevention and is the responsibility of each employee and subcontractor. The work area must be maintained in a neat and orderly manner and excess materials and waste should be removed daily. Supervisors and managers are to inspect and enforce orderly, safe and clean working areas at all times.

Subcontractors will generally be responsible for their own First Aid and medical treatment. However, the following will be required in writing in the subcontract agreement:

- Contact the Contractors foreman and supervisor of any incident requiring First Aid treatment.
- Provide all their foremen and supervisors a listing (with directional maps) indicating the location of the nearest emergency facilities such as Hospitals, Emergency Medical Facilities, Police Departments and Fire Departments.
- Provide their foremen and supervisors with a 16-man first aid kit.

Quality Control Program

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to insure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, test, or other means.

The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both onsite and off-site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the Accident Prevention Plan of the contract specifications.

General

The Quality Control System will include at least three phases of inspection for all technical provisions of the specifications as follows:

Preparatory Inspection:

1. This inspection is to be performed prior to beginning any work on a section of the technical provisions of the specifications.
2. The inspection will include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved.
3. Check to assure that provisions have been made to provide required control testing.
4. Examination of the work area to ascertain that all preliminary work has been completed.
5. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials, certificates, and other submittal data prior to submission to the contracting officer.
6. Each submittal offered to the contracting officer for approval will bear the date and signature of a member of TFR's Quality Control organization indicating that he has reviewed the submittal and found it to be acceptable (or showing the required changes).
7. Review of the appropriate Activity Hazard Analysis to assure safety requirements are met.
8. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
9. Check to ensure that a Government Representative has accepted the plan for the work to be performed.

Initial Inspection:

An initial inspection will be performed as soon as representative segment of the particular item of work has been accomplished and to include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional

requirements. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
4. Resolve all differences.
5. Check safety to include compliance with an upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. Notify a Government Representative at least 24 hours in advance of the beginning of the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
7. The initial phase will be repeated for each new crew to work onsite, or at any time acceptable specified quality standards are not being met.

Follow Up Inspections:
Follow-up inspections will be performed daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the particular segment of work.

Records: TFR will maintain current records of all inspection and test performed on the format detailed below, entitled *Quality Control Report*. This form will provide factual evidence of the required inspections or tests involved, results of inspections or tests, nature of defects, causes for rejection, etc., proposed remedial action and corrective actions taken. TFR's records will cover both conforming and defective items and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records will be furnished to a Government Representative daily. Daily, TFR's designated representative will verify records.

Site Specific Quality Control Plan
The site or contract specific QC Plan must accomplish the complete daily documentation of operations, utilization and production, safety, and variations from normal operations of a debris management operation. It must be in place and approved for use prior to beginning any field operations, including site preparation. It must be in full compliance with contract requirements.

Multiple forms are usually formatted for the Plan, which cover different activities. A summary general daily form is also usually formatted for the project that is completed by the CQC Officer, and totals of all activities reported on summary forms. Usually, all originals and one set of copies are delivered to a Government Representative, and TFR keeps two copies of each form.

Quality Control Organization

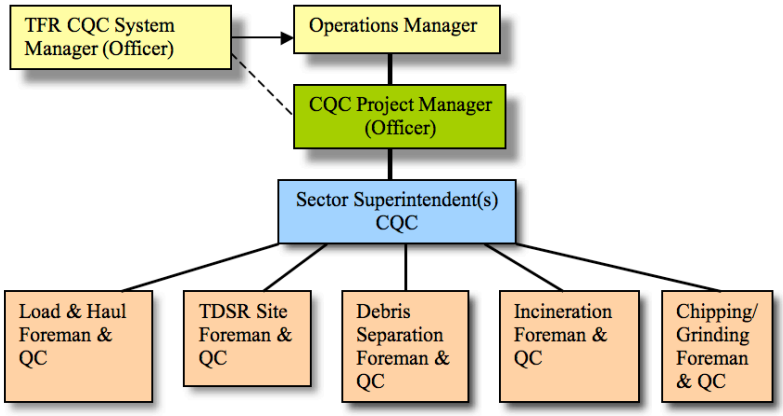
The duties and specific areas of responsibility of the various members of the Quality Control Organization are as follows:

Operations Manager: Advises all supervisory personnel including, but not limited to, Sector superintendents and key foremen assigned to critical areas, of the requirements of the specifications and advises supervisors concerning methods to be used and the degree of workmanship required.

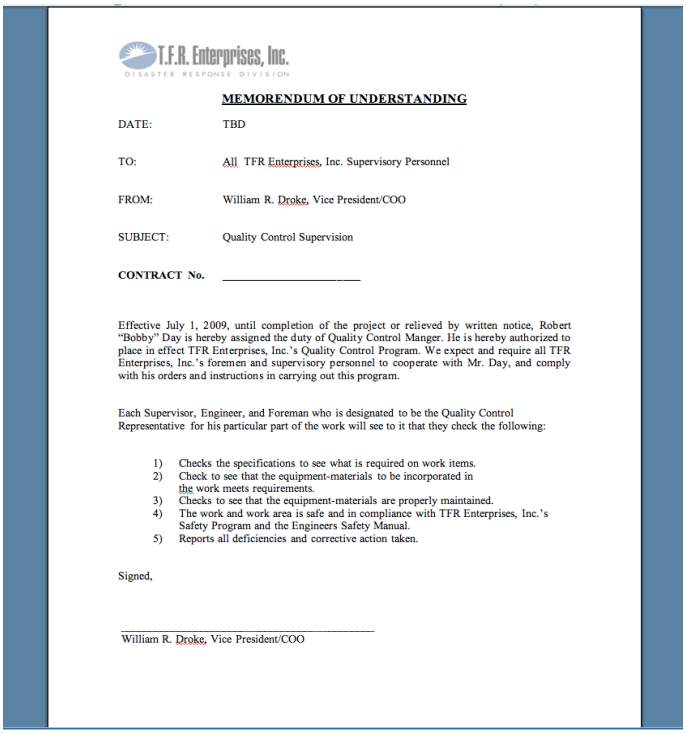
Quality Control Officer: The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractor and superintendents to ensure that the work is being performed according to the Contract Plans and Specifications and TFR's Contractor Quality Control Program. He/she will supervise the Quality Control Personnel and advise other job personnel in advance of Quality Control Requirements, submittal material, inspections, etc. of their work. When work does not comply with contract requirements, he will immediately advise the Project Manager and together they will decide what corrective action should be taken. The corrective action taken will be shown in the daily log. The designated Quality Control Supervisor will have full authority in implementing the Quality Control Program and the Safety Program of TFR Enterprises, Inc.

Quality Control Technician: Performs inspections as directed by the Quality Control Supervisor and reports any deviations from the contract directly to the Quality Control Supervisor.

A chart, documenting TFR's Quality Control organizational structure is detailed below:



Memorandum of Appointment
A sample memorandum of appointment and notification to supervisors and foreman of the appointment of the Quality Control Officer is detailed below:



T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

MEMORENDUM OF UNDERSTANDING

DATE: TBD

TO: All TFR Enterprises, Inc. Supervisory Personnel

FROM: William R. Droke, Vice President/COO

SUBJECT: Quality Control Supervision

CONTRACT No. _____

Effective July 1, 2009, until completion of the project or relieved by written notice, Robert "Bobby" Day is hereby assigned the duty of Quality Control Manger. He is hereby authorized to place in effect TFR Enterprises, Inc.'s Quality Control Program. We expect and require all TFR Enterprises, Inc.'s foremen and supervisory personnel to cooperate with Mr. Day, and comply with his orders and instructions in carrying out this program.

Each Supervisor, Engineer, and Foreman who is designated to be the Quality Control Representative for his particular part of the work will see to it that they check the following:

1) Checks the specifications to see what is required on work items.
2) Check to see that the equipment-materials to be incorporated in the work meets requirements.
3) Checks to see that the equipment-materials are properly maintained.
4) The work and work area is safe and in compliance with TFR Enterprises, Inc.'s Safety Program and the Engineers Safety Manual.
5) Reports all deficiencies and corrective action taken.

Signed,

_____
William R. Droke, Vice President/COO

QC Daily Reporting Procedures

The CQC Plan and the TFR Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and Crew Foremen. Different levels will have different requirements. A sample form as a model is provided above, and all final versions of all forms will be approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and recoding all equipment down time for repairs on the daily reports.
- Hours, of each piece of equipment and each employee, are recorded and reconciled daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Signatures of both TFR's Representative and by a Government Representative are required on all Daily Reports.

The TFR Quality Control Officer shall prepare, sign and submit to the Government Representative a *Quality Control Summary Sheet*. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment and plant hours worked and idled or down, testing performed and by whom, loads and quantities hauled to DMS, quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

QC Inspection Methods and Procedures

During work on the contract the Quality Control personnel will perform the required inspections on both the TFR's and subcontractor's work. The staff that performs the Quality Control inspections will be charged with the following duties:

1. Maintain and keep in serviceable condition, all machinery and materials.

2. Take whatever corrective action is necessary to replace or repair deficiencies observed at any time that affect the operation of machinery and materials.
3. Inspect for compliance with contract requirements.
4. Maintain copies of Inspection Records.

Detailed below are the procedures and methods that will be implemented:

Safety Issues:
The role of QC in support of safety is to document that the safety plan provisions are being followed. At each level, the *Quality Control Report* has appropriate reporting requirements for safety, including worker protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control. Each level of *Quality Control Report* for each activity should have a section addressing daily safety meetings, issues and activities.

Debris Eligibility:
TFR should only be handling materials authorized by our contract. The CQC Officer shall train the field ROW personnel on these materials classifications, and shall include the general eligibility requirements set forth below:

Eligible Debris-
C&D Debris is non-burnable debris and can consist of recyclable as well as non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include, but are not limited to, mattresses, clothing, masonry, concrete, asphalt, metals, plastics, lumber, manufactured furniture, building components, etc.

Vegetative Debris is burnable debris of natural origin such as grass, shrubs, and trees and can be reduced and/or recycled by either incineration or by chipping/grinding.
Household Hazardous Waste (HHW) is debris of a chemical nature and includes such items as household chemicals, pesticides, liquids, paint, batteries, waste oil, waste fuels, antifreeze, spray cans, etc.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so.

Metals, both Ferris and non-Ferris such as copper, aluminum, steel or iron and which may include parts from automobiles, trucks, bicycles, small engines, buildings, small appliances and other items.

Ineligible Debris-
Any Debris which is not located on the Right of Way, regardless of category, i.e., C&D, Vegetative, Household Hazardous Waste, White Goods, or Metals is INELIGIBLE DEBRIS. Debris removal from private property is the responsibility of the individual property owner. No TFR crews or Subcontractors are allowed to work for the private sector while under employment/contract to TFR Enterprises, Inc. during the duration of the Project/Task Order. Fallen trees located on public property but in an unused forested or wilderness area is ineligible unless specifically directed.

Daily Household Garbage, or what could be classified as Municipal Solid Waste (MSW), is ineligible debris.

Debris, which is not the result of the disaster event, for example, debris from demolition that was performed before the disaster event occurred, is ineligible debris.

Segregation of Debris at Curbside Pick Up

1. All loading operators are also instructed of the importance of maintaining segregation of eligible debris when loading.

2. All vegetative debris will be loaded on trucks hauling vegetative debris only. If other debris is encountered alongside the vegetative debris, it will be left at the curbside to be later loaded on the trucks hauling whatever type of debris that is left.
3. Separate trucks will be used for loading Construction and Demolition debris.
4. Metals and white goods will also be loaded and hauled separately.
5. Any household hazardous waste shall be left at the curbside for the HHW crew to load and haul.
6. When possible, any "mixed piles" of debris encountered at the curbside will be separated by hand before loading. If it is not practical to separate the mixed piles at the curbside by hand, the mixed piles will be loaded on separate trucks and the load ticket will indicate "mixed debris."

Loading:

1. All Loaders will have been previously inspected at the staging area for safety and compliance before being dispatched to the loading location.
2. All Loader operators will receive safety briefings before beginning loading operations.
3. Flagmen will be located ahead of loading operations to direct and control traffic.
4. All flagmen will be properly attired and wearing safety equipment including hard hats, safety shoes, reflective vests and carrying traffic directing flags.
5. All flagmen are under the supervision of the crew foreman.
6. Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, such as fire hydrants, water mains, fences, etc.
7. Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
8. Operators are cautioned to stay on the rights of way and not to enter private property during the loading process.
9. Operators are equipped with mobile radios and are supervised by crew foreman.
10. Operators are instructed to keep the debris loads segregated between (a) burnable (vegetative), (b) non-burnable (C&D), (c) mixed piles where C&D, non-burnable, and vegetative are co-mingled and cannot efficiently be separated at the curbside, (d) other (such as household hazardous waste [HHW])
11. Household hazardous waste (HHW) crew, trained in EPA requirements for handling of HHW, will load HHW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmental truck. HHW will be delivered to the collection point.
12. As it is TFR policy, Loading and Hauling Crews shall complete any and all debris clearing operations that have been started on any particular pass through a neighborhood, and shall not "skip" through designated work areas for "gravy" loads.
13. All Loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the crew foreman and record all equipment down time for repairs on the daily reports. Hours, of each piece of equipment and each employee, are recorded and reconciled with the Government Representative daily.
14. In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record.

Hauling:

1. All Trucks will have been previously inspected at the staging area for measurement, numbering, safety and compliance before being dispatched to the loading location.
2. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
3. All truck operators are to wear safety equipment, hard hats and steel-toed shoes.

4. Truck operators are not allowed to leave with "overhanging" loads. Loads will either be trimmed or reloaded before being allowed to leave the loading area.
5. It is the truck operator responsibility to check and determine that his load is safe before leaving the loading site.
6. Truck operators are equipped with mobile radios and are supervised by crew foreman.
7. Truck operators will be issued a "load ticket" and at the loading site and will deliver the ticket to the inspector at the dump site.

Dumping:

1. Dumping operations will be at either the DMS or at a landfill/disposal site designated.
2. All traffic regulations and speed limits will be observed at the dump site.
3. Truck operators will report to the weigh station and deliver their "load ticket" to the TFR QC and Government QA for inspection and approval before proceeding to dump his/her debris.
4. Each truck operator will be directed as to where to dump each load at the dump site location by the designated dumpsite operator.
5. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
6. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

QC Private Property (ROE) Program Procedures

The Company's Quality Control Manager shall discuss the requirements and procedures for the removal of debris from private property under the Right of Entry (ROE) Program with all Crew Foremen. This discussion shall include the general procedures set forth below:

1. Before a demolition project on private property can begin, a Right-of-Entry document must be executed, including:
    a. Authorization to enter the property for demolition
    b. Hold harmless agreement accompanied by a non-duplication of benefits agreement from the City/County.
2. TFR crews are not permitted to enter private property except at the direction of TFR ROE Manager or Government Representative.
3. Proper completion of a TFR ROE Program Checklist:
    a. HHW crew will be assigned to remove any hazardous materials from the property.
    b. All HHW materials will be cataloged and disposition defined.
    c. All utility connections will be inspected to ensure that they are disconnected.

After demolition, all materials can be either placed on the right of way to be picked up under the debris removal agreement or taken directly to the DMS for separation and disposal.

QC Rental of Equipment with Operators

1. Inspection and Identification of Equipment & Materials before any machinery or materials are placed in use; they shall be inspected and tested by competent personnel. The Contractor's personnel will perform such duties.
2. The contractor's personnel chosen by the Quality Control Officer will perform inspection of all machinery and materials daily.
3. Records of inspections shall be maintained at the site and shall be available on request.
4. Preventative maintenance procedures recommended by the manufacturer shall be followed.
5. All repairs on machinery or materials shall be made at a location, which will provide protection from traffic for repairmen. Any machinery or equipment found by the contractor to be unsafe shall be dead lined until unsafe conditions have been corrected.

6. Only TFR designated personnel shall operate machinery and mechanized equipment.
7. The Quality Control Supervisor shall instruct all operators in the use and details of Safety Operations.
8. Operators of machinery will establish and confirm requirements on a daily basis as to comply with contract documents with TFR's representative.
9. Material deficiencies observed shall be reported to the proper TFR personnel for correction.
10. All safety procedures will be used in accordance with TFR's Accident Prevention Plan.
11. All phases of work being performed will be inspected daily by the responsible member of the Quality Control team.

QC Damage Control and Reporting

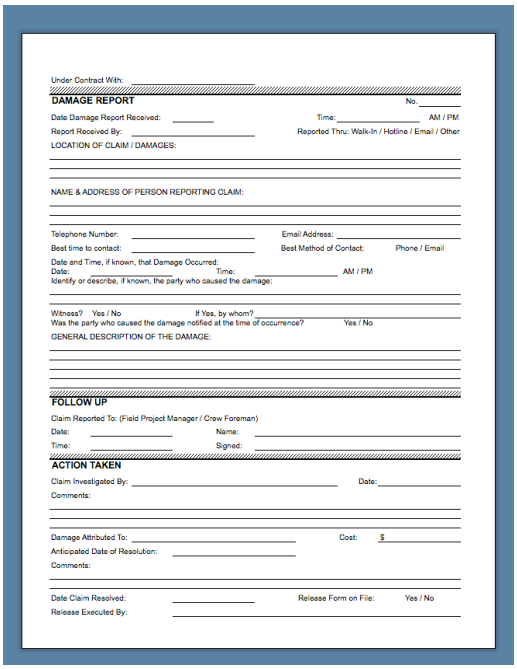
The goal of sound debris removal is to protect the public and private infrastructure and the overall health of citizens while collecting and disposing of debris rapidly. TFR is fully committed to this and strives for a goal of ZERO claims. TFR takes a proactive approach to the protection of infrastructure. During "Toolbox" Meetings, TFR's Quality Control Officer shall address the following general procedures to avoid careless activities during collection:

- Operators are reminded to stay on the rights of way and not to enter private property during the loading process.
- Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris (such as fire hydrants, water mains, fences, etc.).
- Operators are cautioned about debris weight distribution to be maintained during the loading process.
- Operators are instructed not to overload trucks with debris in such a manner that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas or snag low or hanging power lines.
- Debris shall not hang over vehicle sides or extend more than 24 inches above the sides. Overloaded trucks shall be trimmed or removed prior to departing the loading area as instructed by the Crew Foreman.

However, a few claims are unavoidable. TFR maintains a strict Damage Control and Reporting Procedures to ensure that each claim is handled with expediency and care while meeting the needs of the claimant. TFR's Quality Control Officer shall address the Damage Control and Reporting Procedures with all field ROW personnel during initial safety meetings. All Crew Foreman's are required to report any and all damages directly to the Quality Control Officer immediately. Upon notification, the Quality Control Officer will prepare a *Damage Report* without delay, and is instructed to seek the following information:

1. Name, address and phone number of property owner.
2. Who was present when the accident took place?
3. Detailed description of what happened, including what activity was being performed at the time of the damage, why did it happen and documenting all unsafe conditions, equipment and/or acts.
4. To the best of the witness's knowledge, was there a previously known and/or reported problem or condition associated with the accident?
5. Date, time and record of TFR's Quality Control personnel that investigated the damage.
6. Date, time and record of when and who (property owner) was contacted and notes as to what was discussed or agreed.
7. Date and time of repair, or resolution agreement.

A copy of the *Damage Report* executed by the Quality Control Officer is conveyed below:



Under Contract With:

DAMAGE REPORT No.

Date Damage Report Received: Time: AM / PM

Report Received By: Reported Thru: Walk-In / Hotline / Email / Other

LOCATION OF CLAIM / DAMAGES:

NAME & ADDRESS OF PERSON REPORTING CLAIM:

Telephone Number: Email Address:

Best time to contact: Best Method of Contact: Phone / Email

Date and Time, if known, that Damage Occurred:
Date: Time: AM / PM
Identify or describe, if known, the party who caused the damage:

Witness? Yes / No If Yes, by whom?
Was the party who caused the damage notified at the time of occurrence? Yes / No

GENERAL DESCRIPTION OF THE DAMAGE:

FOLLOW UP

Claim Reported To: (Field Project Manager / Crew Foreman)

Date: Name:

Time: Signed:

ACTION TAKEN

Claim Investigated By: Date:

Comments:

Damage Attributed To: Cost: $

Anticipated Date of Resolution:

Comments:

Date Claim Resolved: Release Form on File: Yes / No

Release Executed By:

TFR will investigate all damages and complaints and make resolutions within 24 hours. If a resolution was reached, a copy of the Quality Control Officer's *Damage and Claim Release Form* shall be attached to the Report. If a resolution is not agreed to between the property owner and TFR, TFR shall provide its General Liability Carrier with all the necessary information. All *Damage Reports* will be maintained in a file in TFR's Field Office. A catalog of all information and supporting action on each incident will be provided to Government Officials weekly in a condensed list.

Billing/Reconciliation Procedures

Billing procedures are established to ensure consistency from collecting, processing and reconciling load tickets while stressing accuracy through the entire process. With over thirty (30) years' experience conducting disaster relief and recovery efforts, TFR has developed a battle-tested billing system that plans for encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. These four (4) pillars of the billing cycle are the foundation of a well-vetted billing system through which TFR conducts its disaster relief and recovery efforts. The billing procedures are outlined below, from the DMS to payment from home office:

1. Truck passes under the ticket tower to be assessed capacity. Tickets are collected and the appropriate copies are given to the truck operator, Government representative, monitoring firm (if one), FEMA representative and TFR representative.
2. TFR representative maintains a collection of the load tickets, as that representative desires generally on a clipboard, and once every 3 hours, another TFR representative will collect those load tickets from the TFR tower representative.
3. Onsite ticket processing center, also known as a Mobile Command Unit, controls the entering of load ticket data into Excel spreadsheets with pivot tables to quickly access the data based on a number of input criteria.
4. Each morning, one Government Representative and one TFR representative shall review the load tickets and reconcile the previous workday totals.
5. The reconciled load tickets and their associated spreadsheets are sent to the home office for invoice processing and billed to City/County every two weeks, or as established in the contract documents.

Subcontractor Plan

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 150+ pieces of equipment including, but not limited to, twenty-two (22) self-loaders with trailers, six (6) Diamond Z Tub Grinders, two (2) Diamond Z Horizontal Grinders, heavy haulers, excavators and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid, efficient operations shall never hamper the ongoing project and impact TFR's project timeline to the client. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors by fulfilling any and all duties to the client to secure the vitality of our equipment and the project.

With the large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an effected community almost immediately. However, this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without the strong, positive working relationship with our clients, suppliers and our countless subcontractors. This service-minded attitude drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small business, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by the client's Representatives and other Government Agencies.

Local Subcontracting Procedures

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent at which they are available and properly licensed. TFR shall exhaust any and all avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work local. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. There are a number of factors that contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, and (3) information on local suppliers for parts, equipment repairs, etc., With these reasons in mind, TFR is committed to fulfilling the requirements of the client by implementing the *Local Subcontracting Plan* listed below:

1. If necessary TFR will establish a local/toll free telephone line so that it may be contacted easier than calling to long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its work site and at its field office as needed.
3. Subcontracting opportunities will be posted on TFR's website. (www.tfrinc.com)
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor

Information Service and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.

5. The local Veteran's Administration is contacted upon the company's assignment of a task order, and alerted as to the type of products and service the contract requires, and the company's local telephone number and address is registered with them, not only for subcontracting, but for short-term employment opportunities
6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource of small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ local subcontractors that are available and properly licensed. Under circumstances in which local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals.

Disadvantaged Business Enterprise (DBE) Utilization

During the past the past two (2) decades, TFR has actively promoted the participation of small and small disadvantaged business in the performance of disaster-related debris removal. Born from a small tree service company in 1954, TFR was a long-time small business enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner, Tipton Rowland, considers this sector of the industry to be a vital and reliable source of debris management resources recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of small business and small disadvantaged business plans and goals by project.

TFR has developed effective procedures to secure the utilization of small business and small disadvantaged business. Administered by the *Program Manager,* Sharon Lyell, her duties and responsibilities include:

1. Reviewing and updating TFR's existing database of subcontractors
2. Advise on matters relating to the use of small business and small disadvantage business concerns and issue policy statements and internal operating instructions relative to implementing the requirements of Public Laws 95-507 and 100-656 in addition to other applicable government regulations
3. Participate in or sponsor programs which provide training to personnel relative to Public Laws 95-507 and 100-656
4. Assist in evaluating subcontracting plans on a continual basis
5. Screen operations to break out segments identifiable as opportunities for qualified small businesses and small disadvantaged businesses
6. Review contractual obligations of TFR to ensure compliance with DBE utilization
7. Review records of in-progress and completed projects for comparison to stated contract goals

TFR is continually working to achieve higher goals for qualified small business and small disadvantaged business subcontractors. For the purposes of this proposal, TFR will strive to exceed the goals under the contract to small businesses and small disadvantaged business.

Subcontractor Registration

Subcontractors interested in doing business with TFR can register at www.tfrinc.com.

Roles and Responsibilities on Large Projects Utilizing Subcontractors

Team Member	Responsibilities	Qualifications
Prime Contractor		
T.F.R. Enterprises, Inc. DISASTER RESPONSE DIVISION	• Prime Contractor with 100% Contract Authority; Program/Project Management • Emergency Debris Removal Services • ROW Tree and Debris Maintenance • Hazardous Tree Removal • Land Clearing • Canal and Waterway Debris Removal	• 31 years of emergency debris removal experience. • 350+ available debris management personnel. • 250+ successfully completed FEMA-funded debris removal projects. • Over $2B in procured debris removal contracts. • Company-owned fleet of 150+ specialized equipment, including eight 1,000+ HP grinders and 25 self-loading haul units. • Nationwide network of subcontractors, providing 1,000+ pieces of specialized equipment.
Major Subcontractors		
Timberline TRADING INC. DISASTER RECOVERY DIVISION	• ROW Storm Debris Removal • Private Property Debris Removal • Waterway Debris Removal • Hazardous Tree Removal	• 35 years of proven disaster debris removal and management experience • Over 200 units of company owned specialized equipment including knuckleboom trucks, heavy haulers, dump trucks, bunkhouses, air boats, barges, skid steers, dozers, excavators, loaders, skidders, and tree cutters • Owner and key employees certified in tree removal/chainsaw management by the Missouri Forestry Department
LYELLCO	• Emergency Debris Removal Services • ROW Tree and Debris Maintenance • Hazardous Tree Removal • Land Clearing • Canal and Waterway Debris Removal	• **WBE** • Incorporated in 2013 • Principles hold Florida & California Contractors License • Owner and Principles have more than 25 years of combined experience in Disaster Response Debris Removal and Hazardous Tree Trimming and Removal • Exceptional Customer Satisfaction

Quality Control Program

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to insure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, test, or other means.

The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both onsite and off-site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the contract specifications.

The Quality Control System will include at least three phases of inspection for all technical provisions of the specifications as follows:

Preparatory Inspection:

1. This inspection is to be performed prior to beginning any work on a section of the technical provisions of the specifications.
2. The inspection will include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved.
3. Check to assure that provisions have been made to provide required control testing.
4. Examination of the work area to ascertain that all preliminary work has been completed.
5. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials, certificates, and other submittal data prior to submission to the contracting officer.
6. Each submittal offered to the contracting officer for approval will bear the date and signature of a member of TFR's Quality Control organization indicating that he has reviewed the submittal and found it to be acceptable (or showing the required changes).
7. Review of the appropriate Activity Hazard Analysis to assure safety requirements are met.
8. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
9. Check to ensure that a Government Representative has accepted the plan for the work to be performed.

Initial Inspection:

An initial inspection will be performed as soon as representative segment of the particular item of work has been accomplished and to include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
4. Resolve all differences.

5. Check safety to include compliance with an upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. Notify a Government Representative at least 24 hours in advance of the beginning of the initial phase. Separate minutes of this phase shall be prepared by the QC Manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
7. The initial phase will be repeated for each new crew to work onsite, or at any time acceptable specified quality standards are not being met.

Follow Up Inspections:
Follow-up inspections will be performed daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the particular segment of work.

Records: TFR will maintain current records of all inspection and test performed on the format detailed below, entitled *Quality Control Report*. This form will provide factual evidence of the required inspections or tests involved, results of inspections or tests, nature of defects, causes for rejection, etc., proposed remedial action and corrective actions taken. TFR's records will cover both conforming and defective items and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records will be furnished to a Government Representative daily. Daily, TFR's designated representative will verify records.

Site Specific Quality Control Plan
The site or contract specific QC Plan must accomplish the complete daily documentation of operations, utilization and production, safety, and variations from normal operations of a debris management operation. It must be in place and approved for use prior to beginning any field operations, including site preparation. It must be in full compliance with contract requirements.

Multiple forms are usually formatted for the Plan, which cover different activities. A summary general daily form is also usually formatted for the project that is completed by the QC Manager, and totals of all activities reported on summary forms. Usually, all originals and one set of copies are delivered to a Government Representative, and TFR keeps two copies of each form.

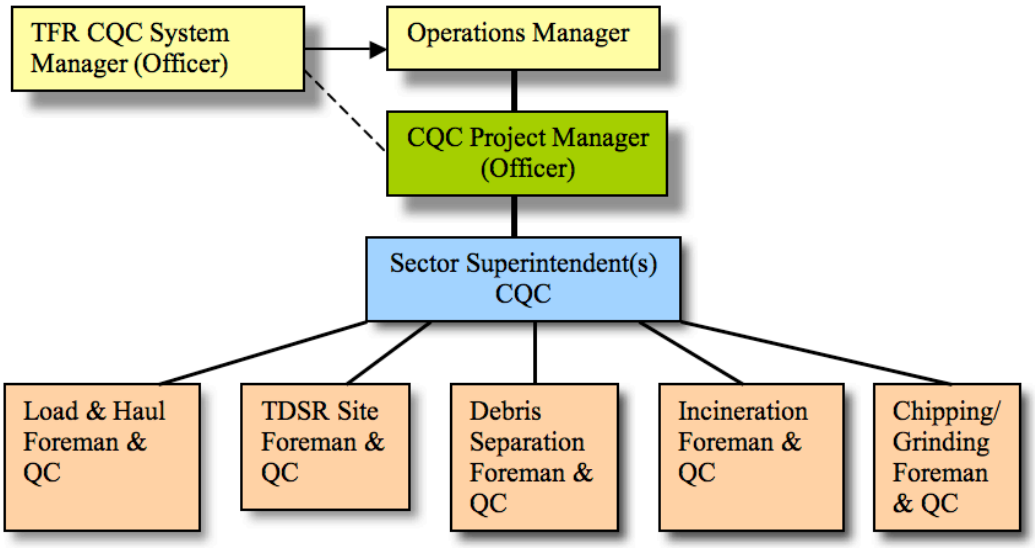
Quality Control Organization
The duties and specific areas of responsibility of the various members of the Quality Control Organization are as follows:

Operations Manager: Advises all supervisory personnel including, but not limited to, Sector superintendents and Project Managers assigned to critical areas, of the requirements of the specifications and advises supervisors concerning methods to be used and the degree of workmanship required.

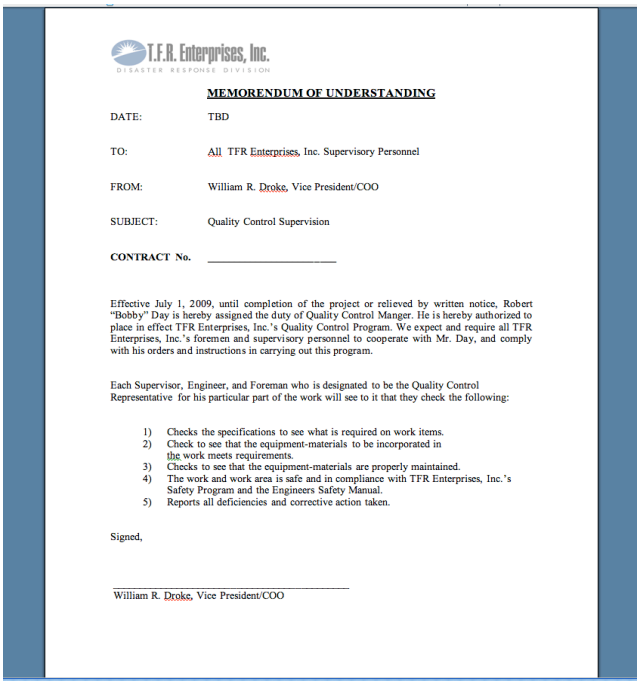
Quality Control Officer: The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Contract Plans and Specifications and TFR's Contractor Quality Control Program. He/she will supervise the Quality Control Personnel and advise other job personnel in advance of Quality Control Requirements; submittal material, inspections, etc. of their work. When work does not comply with contract requirements, he will immediately advise the Operations Manager and together they will decide what corrective action should be taken. The corrective action taken will be shown in the daily log. The designated Quality Control Officer will have full authority in implementing the Quality Control Program and the Safety Program of TFR Enterprises, Inc.

Quality Control Technician: Performs inspections as directed by the Quality Control Supervisor and reports any deviations from the contract directly to the Quality Control Supervisor.

A chart, documenting TFR's Quality Control organizational structure is detailed below:



Memorandum of Appointment
A sample memorandum of appointment and notification to supervisors and foreman of the appointment of the Quality Control Officer is detailed below:



T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

MEMORENDUM OF UNDERSTANDING

DATE: TBD

TO: All TFR Enterprises, Inc. Supervisory Personnel

FROM: William R. Droke, Vice President/COO

SUBJECT: Quality Control Supervision

CONTRACT No. _____

Effective July 1, 2009, until completion of the project or relieved by written notice, Robert "Bobby" Day is hereby assigned the duty of Quality Control Manger. He is hereby authorized to place in effect TFR Enterprises, Inc.'s Quality Control Program. We expect and require all TFR Enterprises, Inc.'s foremen and supervisory personnel to cooperate with Mr. Day, and comply with his orders and instructions in carrying out this program.

Each Supervisor, Engineer, and Foreman who is designated to be the Quality Control Representative for his particular part of the work will see to it that they check the following:

1) Checks the specifications to see what is required on work items.
2) Check to see that the equipment-materials to be incorporated in the work meets requirements.
3) Checks to see that the equipment-materials are properly maintained.
4) The work and work area is safe and in compliance with TFR Enterprises, Inc.'s Safety Program and the Engineers Safety Manual.
5) Reports all deficiencies and corrective action taken.

Signed,

_____
William R. Droke, Vice President/COO

Daily Reporting Procedures

The QC Plan and the TFR Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and Crew Foremen. Different levels will have different requirements. A sample form as a model is provided above, and all final versions of all forms will be approved with the final QC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and recoding all equipment down time for repairs on the daily reports.
- Hours, of each piece of equipment and each employee, are recorded and reconciled daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Signatures of both TFR's Representative and by a Government Representative are required on all Daily Reports.

The TFR Quality Control Officer shall prepare, sign and submit to the Government Representative a *Quality Control Summary Sheet*. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment and plant hours worked and idled or down, testing performed and by whom, loads and quantities hauled to TDSRS, quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

Inspection Methods and Procedures

During work on the contract the Quality Control personnel will perform the required inspections on both the TFR's and subcontractor's work. The staff that performs the Quality Control inspections will be charged with the following duties:

1. Maintain and keep in serviceable condition, all machinery and materials.
2. Take whatever corrective action is necessary to replace or repair deficiencies observed at any time that affect the operation of machinery and materials.
3. Inspect for compliance with contract requirements.
4. Maintain copies of Inspection Records.

Detailed below are the procedures and methods that will be implemented:

Safety Issues:

The role of QC in support of safety is to document that the safety plan provisions are being followed. At each level, the *Quality Control Report* has appropriate reporting requirements for safety, including worker protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control. Each level of *Quality Control Report* for each activity should have a section addressing daily safety meetings, issues and activities.

Debris Eligibility:

TFR should only be handling materials authorized by our contract. The CQC Officer shall train the field ROW personnel on these materials classifications, and shall include the general eligibility requirements set forth below:

Eligible Debris-

C&D Debris is non-burnable debris and can consist of recyclable as well as non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include, but are not limited to, mattresses, clothing, masonry, concrete, asphalt, metals, plastics, lumber, manufactured furniture, building components, etc.

Vegetative Debris is burnable debris of natural origin such as grass, shrubs, and trees and can be reduced and/or recycled by either incineration or by chipping/grinding.
Household Hazardous Waste (HHW) is debris of a chemical nature and includes such items as household chemicals, pesticides, liquids, paint, batteries, waste oil, waste fuels, antifreeze, spray cans, etc.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so.

Metals, both Ferris and non-Ferris such as copper, aluminum, steel or iron and which may include parts from automobiles, trucks, bicycles, small engines, buildings, small appliances and other items.

Ineligible Debris-
Any Debris which is not located on the Right of Way, regardless of category, i.e., C&D, Vegetative, Household Hazardous Waste, White Goods, or Metals is INELIGIBLE DEBRIS. Debris removal from private property is the responsibility of the individual property owner. No TFR crews or Subcontractors are allowed to work for the private sector while under employment/contract to TFR Enterprises, Inc. during the duration of the Project/Task Order. Fallen trees located on public property but in an unused forested or wilderness area is ineligible unless specifically directed.

Daily Household Garbage, or what could be classified as Municipal Solid Waste (MSW), is ineligible debris.

Debris, which is not the result of the disaster event, for example, debris from demolition that was performed before the disaster event occurred, is ineligible debris.

Segregation of Debris at Curbside Pick Up

1. All loading operators are also instructed of the importance of maintaining segregation of eligible debris when loading.
2. All vegetative debris will be loaded on trucks hauling vegetative debris only. If other debris is encountered alongside the vegetative debris, it will be left at the curbside to be later loaded on the trucks hauling whatever type of debris that is left.
3. Separate trucks will be used for loading Construction and Demolition debris.
4. Metals and white goods will also be loaded and hauled separately.
5. Any household hazardous waste shall be left at the curbside for the HHW crew to load and haul.
6. When possible, any “mixed piles” of debris encountered at the curbside will be separated by hand before loading. If it is not practical to separate the mixed piles at the curbside by hand, the mixed piles will be loaded on separate trucks and the load ticket will indicate “mixed debris.”

Loading:

1. All Loaders will have been previously inspected at the staging area for safety and compliance before being dispatched to the loading location.
2. All Loader operators will receive safety briefings before beginning loading operations.
3. Flagmen will be located ahead of loading operations to direct and control traffic.
4. All flagmen will be properly attired and wearing safety equipment including hard hats, safety shoes, reflective vests and carrying traffic directing flags.
5. All flagmen are under the supervision of the crew foreman.

6. Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, such as fire hydrants, water mains, fences, etc.
7. Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
8. Operators are cautioned to stay on the rights of way and not to enter private property during the loading process.
9. Operators are equipped with mobile radios and are supervised by crew foreman.
10. Operators are instructed to keep the debris loads segregated between (a) burnable (vegetative), (b) non-burnable (C&D), (c) mixed piles where C&D, non-burnable, and vegetative are co-mingled and cannot efficiently be separated at the curbside, (d) other (such as household hazardous waste [HHW])
11. Household hazardous waste (HHW) crew, trained in EPA requirements for handling of HHW, will load HHW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmental truck. HHW will be delivered to the collection point.
12. As it is TFR policy, Loading and Hauling Crews shall complete any and all debris clearing operations that have been started on any particular pass through a neighborhood, and shall not "skip" through designated work areas for "gravy" loads.
13. All Loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the crew foreman and record all equipment down time for repairs on the daily reports. Hours, of each piece of equipment and each employee, are recorded and reconciled with the Government Representative daily.
14. In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record.

Hauling:

1. All Trucks will have been previously inspected at the staging area for measurement, numbering, safety and compliance before being dispatched to the loading location.
2. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
3. All truck operators are to wear safety equipment, hard hats and steel-toed shoes.
4. Truck operators are not allowed to leave with "overhanging" loads. Loads will either be trimmed or reloaded before being allowed to leave the loading area.
5. It is the truck operator responsibility to check and determine that his load is safe before leaving the loading site.
6. Truck operators are equipped with mobile radios and are supervised by crew foreman.
7. Truck operators will be issued a "load ticket" and at the loading site and will deliver the ticket to the inspector at the dump site.

Dumping:

1. Dumping operations will be at either the Temporary Debris Staging and Reduction (TDSR) Site or at a landfill/disposal site designated.
2. All traffic regulations and speed limits will be observed at the dump site.
3. Truck operators will report to the weigh station and deliver their "load ticket" to the TFR QC and Government QA for inspection and approval before proceeding to dump his/her debris.
4. Each truck operator will be directed as to where to dump each load at the dump site location by the designated dumpsite operator.
5. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.

6. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

Private Property (ROE) Program Procedures

The Company's Quality Control Manager shall discuss the requirements and procedures for the removal of debris from private property under the Right of Entry (ROE) Program with all Crew Foremen. This discussion shall include the general procedures set forth below:

1. Before a demolition project on private property can begin, a Right-of-Entry document must be executed, including:
    a. Authorization to enter the property for demolition
    b. Hold harmless agreement accompanied by a non-duplication of benefits agreement from the City/County.
2. TFR crews are not permitted to enter private property except at the direction of TFR ROE Manager or Government Representative.
3. Proper completion of a TFR ROE Program Checklist:
    a. HHW crew will be assigned to remove any hazardous materials from the property.
    b. All HHW materials will be cataloged and disposition defined.
    c. All utility connections will be inspected to ensure that they are disconnected.

After demolition, all materials can be either placed on the right of way to be picked up under the debris removal agreement or taken directly to the DMS for separation and disposal.

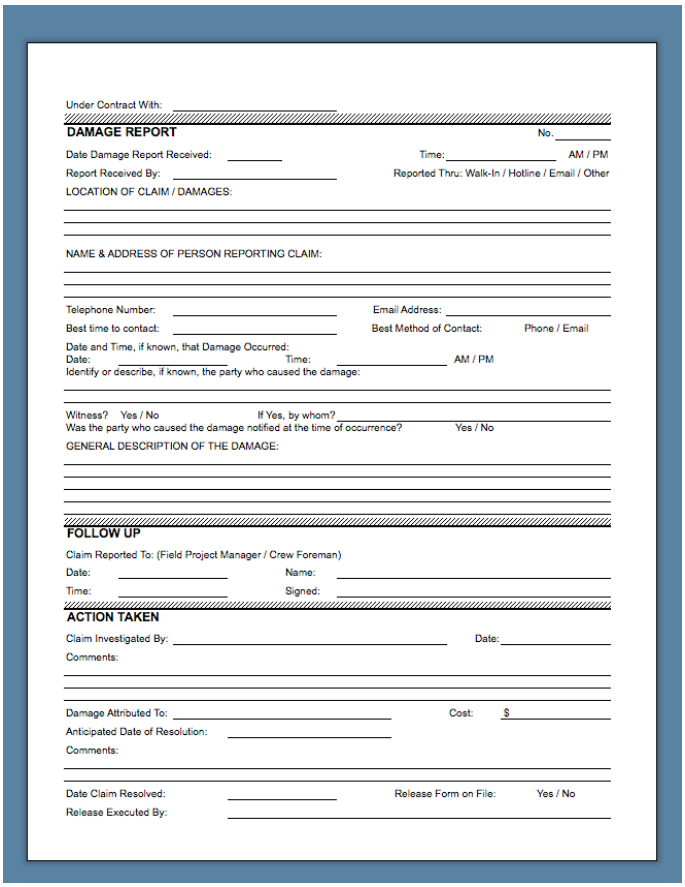
Rental of Equipment with Operators

1. Inspection and Identification of Equipment & Materials before any machinery or materials are placed in use; they shall be inspected and tested by competent personnel. The Contractor's personnel will perform such duties.
2. The contractor's personnel chosen by the Quality Control Officer will perform inspection of all machinery and materials daily.
3. Records of inspections shall be maintained at the site and shall be available on request.
4. Preventative maintenance procedures recommended by the manufacturer shall be followed.
5. All repairs on machinery or materials shall be made at a location, which will provide protection from traffic for repairmen. Any machinery or equipment found by the contractor to be unsafe shall be dead lined until unsafe conditions have been corrected.
6. Only TFR designated personnel shall operate machinery and mechanized equipment.
7. The Quality Control Supervisor shall instruct all operators in the use and details of Safety Operations.
8. Operators of machinery will establish and confirm requirements on a daily basis as to comply with contract documents with TFR's representative.
9. Material deficiencies observed shall be reported to the proper TFR personnel for correction.
10. All safety procedures will be used in accordance with TFR's Accident Prevention Plan.
11. All phases of work being performed will be inspected daily by the responsible member of the Quality Control team.

Damage Control and Reporting

The goal of sound debris removal is to protect the public and private infrastructure and the overall health of citizens while collecting and disposing of debris rapidly. TFR is fully committed to this and strives for a goal of ZERO claims. TFR takes a proactive approach to the protection of infrastructure. During "Toolbox" Meetings, TFR's Quality Control Officer shall address the following general procedures to avoid careless activities during collection:

- Operators are reminded to stay on the rights of way and not to enter private property during the loading process.
- Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris (such as fire hydrants, water mains, fences, etc.).
- Operators are cautioned about debris weight distribution to be maintained during the loading process.
- Operators are instructed not to overload trucks with debris in such a manner that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas or snag low or hanging power lines.
- Debris shall not hang over vehicle sides or extend more than 24 inches above the sides. Overloaded trucks shall be trimmed or removed prior to departing the loading area as instructed by the Crew Foreman.



Under Contract With: _____

DAMAGE REPORT No. _____

Date Damage Report Received: _____ Time: _____ AM / PM

Report Received By: _____ Reported Thru: Walk-In / Hotline / Email / Other

LOCATION OF CLAIM / DAMAGES:

NAME & ADDRESS OF PERSON REPORTING CLAIM:

Telephone Number: _____ Email Address: _____

Best time to contact: _____ Best Method of Contact: Phone / Email

Date and Time, if known, that Damage Occurred:

Date: _____ Time: _____ AM / PM

Identify or describe, if known, the party who caused the damage:

Witness? Yes / No If Yes, by whom? _____

Was the party who caused the damage notified at the time of occurrence? Yes / No

GENERAL DESCRIPTION OF THE DAMAGE:

FOLLOW UP

Claim Reported To: (Field Project Manager / Crew Foreman)

Date: _____ Name: _____

Time: _____ Signed: _____

ACTION TAKEN

Claim Investigated By: _____ Date: _____

Comments:

Damage Attributed To: _____ Cost: $ _____

Anticipated Date of Resolution: _____

Comments:

Date Claim Resolved: _____ Release Form on File: Yes / No

Release Executed By: _____

However, a few claims are unavoidable. TFR maintains a strict Damage Control and Reporting Procedures to ensure that each claim is handled with expediency and care while meeting the needs of the claimant. TFR's Quality Control Officer shall address the Damage Control and Reporting Procedures with all field ROW personnel during initial safety meetings. All Crew Foreman's are required to report any and all damages directly to the Quality Control Officer immediately. Upon notification, the Quality Control Officer will prepare a *Damage Report* without delay, and is instructed to seek the following information:

1. Name, address and phone number of property owner.
2. Who was present when the accident took place?
3. Detailed description of what happened, including what activity was being performed at the time of the damage, why did it happen and documenting all unsafe conditions, equipment and/or acts.
4. To the best of the witness's knowledge, was there a previously known and/or reported problem or condition associated with the accident?
5. Date, time and record of TFR's Quality Control personnel that investigated the damage.
6. Date, time and record of when and who (property owner) was contacted and notes as to what was discussed or agreed.
7. Date and time of repair, or resolution agreement.

TFR will investigate all damages and complaints and make resolutions within 24 hours. If a resolution was reached, a copy of the Quality Control Officer's *Damage and Claim Release Form* shall be attached to the Report. If a resolution is not agreed to between the property owner and TFR, TFR shall provide its General Liability Carrier with all the necessary information. All *Damage Reports* will be maintained in a file in TFR's Field Office. A catalog of all information and supporting action on each incident will be provided to Government Officials weekly in a condensed list.

Mobilization Plan

4 - 5 Days prior to landfall of the event:
Weather channels are being monitored and tracked daily by the Operations Manager. When a potential strike appears probable, he will notify the President of the potential impending event. The Operations Manager will then:

- Contact Dawson County and discuss the need for mobilization
- Call a meeting of all Project and Equipment Managers and alert them of impending event
- Contact experienced subcontractors residing near the event region as backup for additional resources
- Contact experienced subcontractors residing in States contiguous to the event region (if necessary)
- Contact our national account equipment suppliers and local equipment suppliers within 500 miles of Forecast Cone to obtain commitments for specific equipment needed

72 - hours prior to landfall of the event:
The Operations Manager will alert all employees of disaster team of the impending event and have them begin preliminary personnel preparations for 48-hour notice of departure.

The Operations Manager will notify the County of the designated TFR response team's point of contact and provide them with a 24-hour immediate phone number.

A Senior Project manager will be dispatched to an area within a few hours of the event location and establish a temporary staging and deployment area located within a few hours of the event location, to be used for temporary staging equipment and personnel during the 24-48 hours preceding the event.

48 - hours prior to landfall of the event:
TFR Equipment Management Officer will have already mobilized TFR owned equipment to a temporary staging area located outside the Forecasted Cone for landfall of the storm.

Upon receiving notice from the contracting agency or at the discretion of the Operations Manager, TFR will transport its resources (equipment and manpower) toward the anticipated landing area so that equipment and personnel are within a few hours reach of the anticipated "strike" location.

Equipment to be mobilized
The type and numbers of equipment to be mobilized will be based upon the characteristics and strength of the storm. For example, if predominately wind damage is anticipated certain resources will be needed, and if rainfall and flooding damage is anticipated, a different schedule of equipment will be necessary. TFR anticipates that the minimum equipment to be mobilized would be:

- Rubber-Tired Wheel Loaders **4**
- Dozers/Track Loaders **4**
- Skid Steers **4**
- Self-Loader/Knuckle-boom Trucks **10-15**
- Bucket Trucks **5-10**
- Tub Grinders (if needed) **2**

Locations and Equipment Staging

- TFR Enterprises, Inc. has a primary office in Leander, Texas.
- Our Subcontractor - Timberline Trading, Inc. is located in Lathrop, Missouri.
- TFR has equipment staging areas in Chipley, FL (which is approximately 551 miles from Pembroke Pines), and in Morehead, KY, as well as Leander, TX

Equipment Resource Availability

The enclosed list of Company Owned Resources are available immediately for TFR's response. However, in the event of multiple activations, TFR has an extensive list of subcontractors with equipment available for TFR's use. TFR also has relationships with multiple National Equipment Rental companies for access to equipment needed, above and beyond our own resources.

Company Owned Resources

TFR maintains an extensive number of equipment to provide our clients with greater value and to ensure the quality of our work. With the largest fleet in the industry coupled with numerous staging areas, TFR can respond to any natural or man-made disaster quickly and efficiently. This rapid response capability provides the client with vital emergency road clearance services to allow federal, state, and local officials access to debris restricted areas and begin the disaster recovery efforts. Often on TFR projects, our equipment and manpower completely fulfill all project scopes and requirement in a timely matter. When subcontractors are used on large-scale projects, TFR self performs all key elements of the project to satisfaction of the client and to certify the work is done properly to the TFR standard.

Equipment Highlights

(22) Self-Loading Haul Units (Knuckleboom)
(15) Heavy Haulers (Semi-Trucks)
(11) Service Trucks
(10) Dozers
(9) Excavators
(6) Diamond Z1463 Tub Grinders
(2) Diamond Z4000 Horizontal Grinders



Furthermore, our in-house maintenance crew provides immediate support to our field operators to provide the sustainability of our equipment and operations. With years of experience working on Diamond Z's to overhauling dozer engines, TFR's maintenance crew is the logistical support necessary to ensure the limiting of costly downtime. Dedicated to their trade, TFR's maintenance crew can quickly identify, address, and repair any problem befalling our equipment and additionally, make the appropriate modifications on other similar equipment to avoid future pitfalls.

For large-scale projects, TFR can augment our own resources with local rental suppliers in the area. TFR maintains valuable, fruitful relationships with rental companies to rapidly obtain any additional equipment needed to perform the work under contract. With corporate accounts and a priority call rating with Hertz Equipment Rental, Sunbelt Rentals, United Rentals, and Volvo Construction Equipment, TFR can readily access hundreds of pieces of specialized equipment quickly to achieve desired project goals and time requirements. Furthermore, with years of loyalty with National Dealers for Caterpillar, Prentice Loaders and Diamond Z Corporation, TFR can obtain new and used equipment for rent or purchase faster than any other company in the industry. This vital lifeline to equipment suppliers allows TFR to mobilize a job however large and specialized the project may be.

Real Time GPS Tracking

Our fleet is equipped with Real-Time tracking so that we can ensure our trucks are deployed and active where assistance is needed most. This gives our leadership the tools to adapt to the ever-changing demands of the project. The helicopter view is an easy to use feature that displays all the information one needs to efficiently dispatch &/or locate crews. All vehicle movement is saved in the Samsara cloud allowing for the routes to be reviewed and the next day's work planned. Geofencing is another feature that provides a variety of alerts to help us efficiently manage trucks and routes in the recovery efforts. With this state-of-the-art technology, TFR is always in compliance with ELD mandates and DOT/FMCSA regulations.

Samsara Features

REAL-TIME GPS TRACKING

- Live vehicle location tracking
- Trip histories
- Geofence alerts

Learn more | Watch video

TRAILER TRACKING

- Theft detection
- Utilization reporting
- Cargo and temperature

Learn more

SAFETY & DASH CAMS

- Distracted driving detection
- In-cab voice coaching
- Automatic incident upload

Learn more | Watch video

ROUTING & MESSAGING

- Real-time route tracking
- Historical performance analysis
- Two-way messaging

Learn more | Watch video

DOCUMENTS

- Document upload with photos
- Centralized record-keeping
- Proof of delivery, fuel & more

Learn more | Watch video

FLEET MAINTENANCE

- Fault code monitoring
- Paperless DVIRs
- Usage-based maintenance

Learn more | Watch video

WIFI HOTSPOT

- In-cab WiFi
- Cellular data included
- For any mobile app or device

Learn more

ELD COMPLIANCE

- FMCSA-listed ELD
- Works with any mobile device
- Centralized real-time visibility

Learn more | Watch video

REEFER MONITORING

- Easy to install wireless monitors
- Live temperature change alerts
- Automatic historical logs

Learn more

REPORTING & ALERTS

- Fuel efficiency & vehicle health
- Activity and driver behavior
- IFTA, ELD, and FSMA

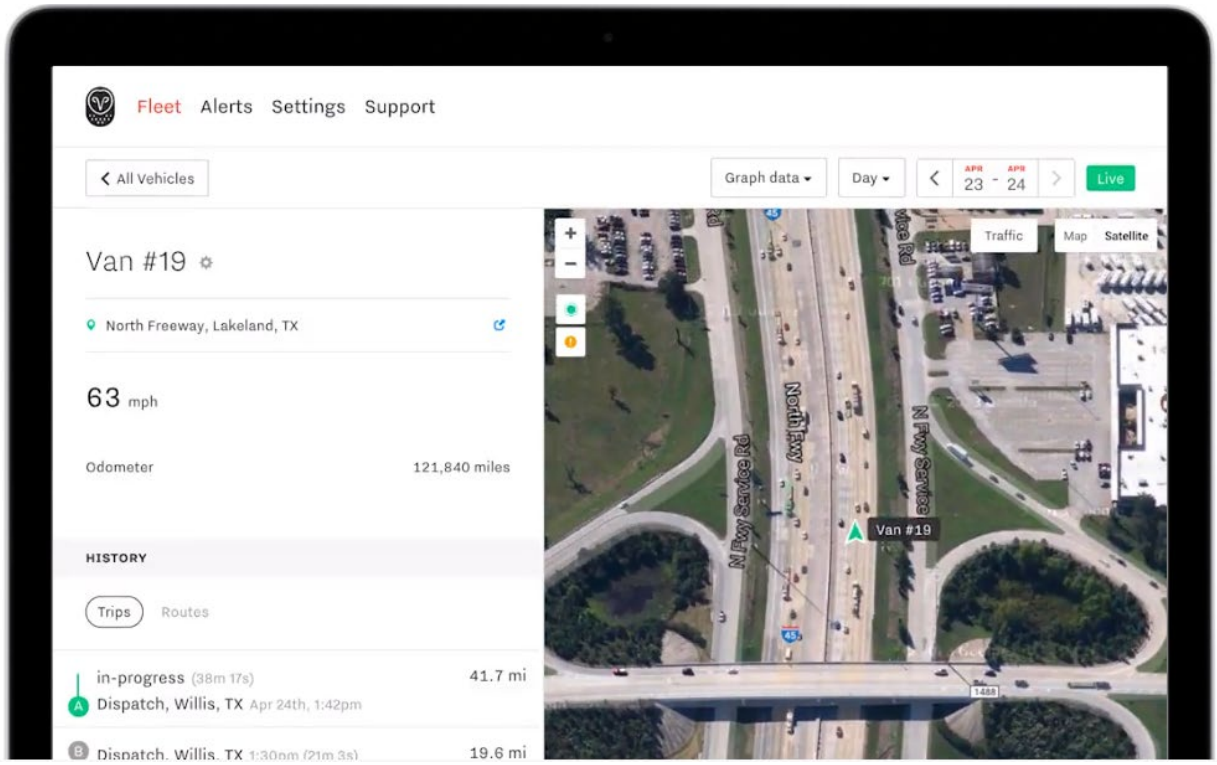
Learn more | Get a demo

DEVELOPER APIS

- Open REST APIs
- TMS, payroll, GIS integrations
- Custom software and apps

Developer docs

Samsara Helicopter View



Year	Description	Primary VIN	Unit Make	Model
Self-Loading Grapple Trucks				
1998	Knuckleboom	1NPALT9X0WN461734	Peterbilt	357
1998	Knuckleboom	1NPALT9X5WN461728	Peterbilt	357
2003	Knuckleboom	2FZHAZAS73AK28772	Sterling	LT9500
2003	Knuckleboom	1NKDLU0X43J710108	Kenworth	T800
2003	Knuckleboom	1FVHBGAS53HK52388	Freightliner	FLD112
2006	Knuckleboom	5KKPALAV96PV43823	Western Star	4901 Tri-Drive
2007	Knuckleboom	5KKPALAV47PY35512	Western Star	4902 Tri-Drive
2007	Knuckleboom	1NKDLT0X87J190818	Kenworth	T800
2008	Knuckleboom	1NKDLU0X78J235352	Kenworth	T800
2008	Knuckleboom	1XKDDU0X18J223975	Kenworth	T800
2008	Knuckleboom	1XKDDU0X78J223981	Kenworth	T800
2008	Knuckleboom	1XKDDU0X78J228727	Kenworth	T800
2009	Knuckleboom	1NKDLU0X69J242505	Kenworth	T800
2009	Knuckleboom	1NKDLU0XX9J242507	Kenworth	T800
2009	Knuckleboom	1NKDLU0X89J242506	Kenworth	T800
2009	Knuckleboom	1NKDLU0X09J242502	Kenworth	T800
2009	Knuckleboom	1XKDDU0X89J246574	Kenworth	T800
2009	Knuckleboom	1NKDLU0X99J242501	Kenworth	T800
2009	Knuckleboom	1NKDLU0X69J256033	Kenworth	T800
2009	Knuckleboom	1NKDLU0X39J237424	Kenworth	T800
2010	Knuckleboom	1NDLU0XXAR266280	Kenworth	T800
2011	Knuckleboom	1NKDLU0X6BJ281035	Kenworth	T800
2011	Knuckleboom	1NKDL0UX7BJ278354	Kenworth	T800
Knuckleboom Pup Trailers (Secondary Trailers)				
2006	Knuckleboom Pup Trailer	1G9CD23336S139786	Great Lakes	TR2250DC - Pup Trailer
2006	Knuckleboom Pup Trailer	1G9CD23346S139779	Great Lakes	TR2250DC - Pup Trailer
2006	Knuckleboom Pup Trailer	1G9CD23376S139712	Great Lakes	TR2250DC - Pup Trailer
2006	Knuckleboom Pup Trailer	1G9CD23356S139711	Great Lakes	TR2250DC - Pup Trailer
2012	Knuckleboom Pup Trailer	MOHMTRAILER020044	Homemade	Homemade Trailer - PUP Trailer
2013	Knuckleboom Pup Trailer	TR206832	Homemade	Homemade Trailer - PUP Trailer
2018	Knuckleboom Pup Trailer	M0HMTRAILER025812	Homemade	Homemade Trailer - PUP Trailer
2018	Knuckleboom Pup Trailer	M0HMTRAILER025813	Homemade	Homemade Trailer - PUP Trailer
2018	Knuckleboom Pup Trailer	MOHMTRAILER025811	Homemade	Homemade Trailer - PUP Trailer
2019	Knuckleboom Pup Trailer	1E9US2629KS589119	Homemade	Homemade Trailer - PUP Trailer
2019	Knuckleboom Pup Trailer	1E9US2625KS589103	Homemade	Homemade Trailer - PUP Trailer
2019	Knuckleboom Pup Trailer	1E9US2624KS589089	Homemade	Homemade Trailer - PUP Trailer
2019	Knuckleboom Pup Trailer	1E9US2627KS589118	Homemade	Homemade Trailer - PUP Trailer
2019	Knuckleboom Pup Trailer	1E9US2626KS589126	Homemade	Homemade Trailer - PUP Trailer
2019	Knuckleboom Pup Trailer	1E9US2627KS589135	Homemade	Homemade Trailer - PUP Trailer
2019	Knuckleboom Pup Trailer	1E9US2627KS589149	Homemade	Homemade Trailer - PUP Trailer
2020	Knuckleboom Pup Trailer	1E9US2923LS589159	Homemade	Homemade Trailer - PUP Trailer
Air Curtain Burners				
1998	Air Burner	T35FN01052	Air Burner	T-350
1999	Air Burner	103846	Air Burner	M30F Air Curtain Burner
2013	Air Burner	1113770	McPherson	M30F Air Curtain Destructor
Dozers				

1978	Dozer D6D	6X597	Caterpillar	D6D
1979	Dozer	4X5133	Caterpillar	D6D
1981	Dozer D8K	77V18840	Caterpillar	D8K
1984	Dozer D7H	79201488	Caterpillar	D7H
1989	Dozer	08Z53048	Caterpillar	DV060
1991	Dozer D7H LGP II	4FG04117	Caterpillar	D7H LGP II
2003	Dozer D7R	AEC00681	Caterpillar	D7R
2006	Dozer D6R LGP III	CAT00D6RKWRG00215	Caterpillar	D6R LGP Series III Crawler
2008	Dozer D7R	AEC01989	Caterpillar	D7R
2010	Dozer D6T	KJL01165	Caterpillar	D6T
Excavators				
1992	Excavator 690 D	DW690DL533807	John Deere	690-D LC
2001	Excavator	A85139	Komatsu	PC270LC-6
2004	Excavator	EC330V10324	Volvo	EC330BLC
2011	Excavator	A20028	Komatsu	PC240LC-10
2012	Excavator	A20120	Komatsu	PC240LC-10
2013	Excavator PC210LC	KMTPC243V02450356	Komatsu	PC210LC
2014	Excavator	210418	Volvo	EC220DL
2019	Excavator	C80715	Komatsu	PC210LC-11
2019	Excavator	LL1610594	Kobelco	SK260LC-10
Wheel Loaders				
2005	Wheel Loader	L120EV64601	Volvo	L120E
2006	Wheel Loader	L120EV64757	Volvo	L120E
2011	Wheel Loader	30275	Volvo	L120G
2013	Wheel Loader	VCEL120GL00030787	Volvo	L120G
Grinders				
1999	Grinder - Tub mini me	1D9FX4236XN147003	Diamond Z	PWG-1352BL
1999	Grinder - Tub	1D9FX46364C147293	Diamond Z	PWG-1463 B TUB
2001	Grinder - Tub	1D9FX4537WN147252	Diamond Z	PWG-1463B
2003	Grinder - Tub	1D9FX4530NN147068	Diamond Z	1463B
2003	Grinder - Tub	1D9FX4639YC147259	Diamond Z	PWG-1463 B TUB
2004	Grinder - Tub	1D9FX46311C147262	Diamond Z	PWG-1463 B TUB
2013	Stump Grinder	(stump hog for M100)	Fecon	SH260
2014	Grinder - Horizontal	1R9FX390XEC722024	Diamond Z	DZH4000TK
2014	Grinder - Horizontal	1R9FX3904EC722030	Diamond Z	DZH4000TK
Low Boy Trailers				
1994	Low Boy	40FH0482R1010817	Talbert	TDW-30-SRG-T-11
2013	Low Boy	13NE51308D3560602	Fontaine	Fontaine 55 Ton
2014	Low Boy	57JE5130XE3561385	Fontaine	55 TON
Light Box				
2012	Light Box	4FVLSACA6CU444257	Doosan	LSC
	Light Box	5AJLS16138B005724	Magnum	
	Light Box	80743	Magnum	MLT3060MMH
	Light Box	170255	Magnum	MLT3060MMH
Pressure Washers				
	Pressure Washer	P1200-63897	Landa	
	Pressure Washer	P062-23113	Landa	
	Pressure Washer	15041361	Mi-T-M Corp	1901

	Pressure Washer	C-368	American Kleaner	MX-6A
	Pressure Washer	H51669 0800	Hotsy	1070SS
	Pressure Washer	P00306	Landa	Jun-00
Skid Steers				
2003	Skid Steer	5219-12445	Bobcat	T300
2005	Skid Steer	5258-15902	Bobcat	S-300
2019	Skid Steer	AT6318872	Bobcat	T770
2019	Skid Steer	AT6318861	Bobcat	T770
Track Loaders				
2001	Track Loader	CAT0973CK3RZ00613	CATERPILLAR	973C
	Track Loader	0963CKBBD01120	CATERPILLAR	963C
Bucket Trucks				
1999	Bucket Truck	392752C000650	BT112	BT112
1999	Bucket Truck	1HTSDAAN0XH659739	International	V0255RV
Power Screens				
2001	Power Screen	9500531	TROMMEL	725
	Power Screen	9202071	TROMMEL	830
Water Trucks				
2000	Water Truck	1FV6HJAA3YHB19746	Freightliner	FL70
2000	Water Truck	3FRNF65995V180949	Ford	F650
2006	Water Truck	5PKUEH2236W052290	Eco	Water Truck
Flat Bed Trailers				
1997	Flat Bed Trailer	1C6EG102XV1752300	Centerville	15' Generator Trailer
1997	Flat Bed Trailer	1RNF48A27VR003233	Reitnouer	
1999	Flat Bed Trailer	4AG6U2338XC029735	Homemade	Generator Trailer
2005	Flat Bed Trailer	4YNBN20245C027949	Anderson	
2006	Service Trailer	4KBTT14226L161597	Tow master	T10T
2007	Flat Bed Trailer	16VGX202672680173	Big Tex	20GN-20BK+5
2008	Flat Bed Trailer	4KNTT14248L161314	Tow master	TRLER
2008	Flat Bed Trailer	4KNTT14218L162002	Tow master	TRLER
2008	Flat Bed Trailer	4KNTT14257L162843	Tow master	TRLER
2011	Flat Bed Trailer	4P5B52027B2159392	Magnum	Tandem Axle Buggy Hauler
2013	Flat Bed Trailer	16VPX1629C2348689	Big Tex	Flat Bed
2015	Service Trailer	5DYAAB2L5FC006883	JLG	TRLER
2015	Flat Bed Trailer	4P5FD3623F1217625	PJ Trailers	
2016	Flat Bed Trailer	16VFX2020G2074525	Big Tex	
Service Trucks				
2001	Service Truck	1FDXF46F31EA27158	Ford	F450
2005	Service Truck	1FDXF46P05EC08622	Ford	F450
2007	Service Truck	1FDWF37Y77EB48421	Ford	F350 SD
2009	Service Truck	1FDAX46R79EA14566	Ford	F450 Super Duty
2011	Service Truck	1FDRF3G6XBEA70849	Ford	F350 XL
2012	Service Truck	1FT8W3BT1CEC38201	Ford	F350
2013	Service Truck	1FTFW1ET1DKD64424	Ford	F150
2014	Service Truck	1FT8W3BT6EEA40636	Ford	F350
2014	Service Truck	3C7WRNBL8EG228497	Dodge	RAM 5500
2018	Service Truck	5TFCZ5AN9JX150501	Toyota	Tacoma
2020	Service Truck	3C7WRTCLXLG103257	Dodge	3500

Service Trailers				
1992	Service Trailer	1TKB0529NM030565	Trail King	FB
1992	Service Trailer	1TKS00517NM030566	Trail King	Double drop trailer
1994	Service Trailer	2HTTGCUTXRC081161	International	UT
1997	Service Trailer	11WEC1623VM227765	WW	VN
1999	Service Trailer	11WHC162XYW251191	WW	VN
1999	Service Storage Trailer	1V5BA1624X1133175	Magnum	UT
2001	Service Trailer	5DZC8162511001697	Titan	UT
2002	Service Trailer	4X4TSEV282U200791	Cargo Mate	VN
2003	Service Trailer	1UYVS12823M880206	Utility	UT
2003	Service Trailer	1UYVS12803M124504	Utility	UT
2007	Gooseneck	1DA72C7N07C018695	Trail-EZE	Gooseneck Trlr
2009	Service Trailer	13NM0510493550127	Fontaine	TRAI
2011	Service Trailer	16VPX1622B2374954	Big Tex	UT
2011	Service Trailer	16VPX1629B2374952	Big Tex	UT
2012	Service Trailer	16VCX2021C2H40730	Big Tex	UT
2015	Service Trailer	16VFX2026F2092400	Big Tex	UT
Semi-Trucks				
2000	Semi	1M2P324C8YM049453	Mack	RD688S
2000	Semi	1M2AA18Y4YW127565	Mack	Truck-Tractor
2001	Semi	2FWJA3AV91AH73667	Sterling	A9500
2004	Semi	1M1AE06Y64N016666	Mack	CX613
2005	Semi	1XP5PBEX75D826166	Peterbilt	379
2005	Semi	1HSHXSBR15J144431	International	8600
2007	Semi	1HTXTAPT97J459305	International	5900
2007	Semi	2FWBADE97AX16739	Sterling	A 9500
2007	Semi	1HSHXAHR57J375403	International	8600
2008	Semi	1XKDDU9X68R213592	Kenworth	T800
2009	Semi	1XKDDU9X89J256363	Kenworth	T800
2009	Semi	1XKDP4EX59J253787	Kenworth	T800
2010	Semi	1XKDDU9XXAR259318	Kenworth	T800
2010	Semi	1XDDU9X4AR260416	Kenworth	T800
2012	Semi	5KJJABDR5DPBU1199	Western Star	W4900
Walking Floor Trailers				
2002	Walking Floor	5MAMN45292C005339	MAC	Walking Floor
2004	Walking Floor	5MAMN48214C007357	MAC	Walking Floor
2005	Walking Floor	5MAMN48285C008359	MAC	Walking Floor
2005	Walking Floor	5MAMN482X5C008556	MAC	Walking Floor
2008	Walking Floor	5MAMN48288C016384	MAC	Walking Floor
2019	Walking Floor	5MAMN4822KE051069	MAC	Walking Floor
2019	Walking Floor	5MAMN4824KW051073	MAC	Walking Floor
Office Trailer/Command Center				
1984	Office Trailer	1GXDBAF21EW001008	Grumman	Office Trailer
1987	Office Trailer	1E9EE5743H1013022	ELLIS	Office Trailer/Command Center
1992	Office Trailer	1PT011AH6W9002247	TRAIL MBL	Office Trailer
1992	Office Trailer	1M9X25225TA237065	MOEX	Office Trailer
1997	Office Trailer	1M9A6A729VH022102	Coach	Office Trailer/Command Center
1999	Office Trailer	1M9X25227TA237058	MOEX	Office Trailer/Command Center

Additional Equipment				
1990	Air Compressor	92190020	Emglo	Y5A-60V
1993	Street Sweeper	13-1438	Army	53MH
1994	Camper Trailer	1EA1M2429R2451643	Fleetwood	RV
1998	Coach Bus	2PCV33493V1011707	Prevost	Coach Bus
2000	Dump Truck	1FV6HLAA5YHB76509	Freightliner	FL70 25cy
2000	Vacuum Truck	1FVUFXYB9YPB65702	Freightliner	Straight Truck
2003	Air Compressor	338927UGN221	Ingersoll Rand	
2004	Camper Trailer	1UJBJ02N741EF1875	Jayco	RV
2006	Air compressor	365253UAX	Ingersoll Rand	Air source portable
2006	Camper Trailer	47CTD1R216P615392	Denali	RV
2007	Tractor	50790	KUBOTA	9540
2011	Versa Handler	368112100	Bobcat	V723
2012	Air Compressor	435426UAW048	Doosan	XP375WJD-T3
2013	Pressure Washer	16VNX122XD2C97883	Flat Bed Big Tex	45LA
2013	Track Carrier Mower	C100LGP0281113	FECON	FTX100-LGP
2013	Trim-All	TA301022012001	Trim-ALL	UM0752
	Air compressor	1945	Ingersoll Rand	MC-2A
	Air Compressor	1111111	Campbell Hausfeld	
	Forklift - electric	72A00217	TCM	FTB15
	Forklift - propane	A15K0152		FCG30T7T
	Forklift tractor	333-601-1403	International Harvester	M10A
	Forklift tractor	33602-2132	International Harvester	M10A
	Root Rake	HDR430586		
	Tractor	59523	KUBOTA	M9960HDC
	Welder	LB258571	Miller	
	Welder-portable	LH370131E	Miller	Big Blue 300P CC/CV
	Wood Picker	200-4	CTC	CTC200

Timberline Trading, Inc. Equipment List

Truck Number	Year	Make	VIN #	Trailer #	VIN #	License
#02	2005	Sterling	2FWBA2DE5SAV23128	TL02	MOHMTRAILER022503	842-3PF
#04	1995	Freightliner	1FUPFZXB2SA597897		**NO TRAILER BEHIND**	
#05	2004	Peterbilt 357	1XPADB0X04DB819508	TL05	MOHMTRAILER018056	441-4PC
#06	2005	Peterbilt 357	1NPALB0X45D842644	TL06	MOHMTRAILER022501	842-1PF
#07	2006	Peterbilt 357	1NPALB0X96D632705	TL07	MOHMTRAILER024772	77F-5BZ
#08	2007	Freightliner	1FVHC5DE27HX68138	TL08	MOHMTRAILER018035	440-7PC
#09	2007	Freightliner	1FYHC5DE07HX68140		**NO TRAILER BEHIND**	
#010	2006	Freightliner	1FVHC5CVX6HV54028	TL014	MOHMTRAILER018036	440-8PC
#011	2006	Western Star	5KKHAWAVX6PW37855	TLO11	MOHMTRAILER018057	441-5PC
#012	2001	Peterbilt 379	1NP5XU0X41D569216	TL012	MOHMTRAILER018043	442-1PC
#013	2013	Peterbilt	1NPTX4TX6DD181864	TL09	MOHMTRAILER023866	72E-6WB
#015	2006	Peterbilt 379	1XP5DB9X76D646688	TL015	MOHMTRAILER020045	803-5PE
#016	2006	Peterbilt 379	1XP5DB9XX6N898414	TL016	MOHMTRAILER020041	803-6PE
#017	2003	Peterbilt 357	1NPALB0X53N596260	TL013	MOHMTRAILER020043	803-7PE
#020	2005	International	1HTXRAPTX5J028306	TL017	1E9US2762JS589060	59F-7JH
#021	1990	Ford	1FDZY90X3LVA25141		**NO TRAILER BEHIND**	
#023	2007	Peterbilt	1XP5D49X17D683748	TL020	1E9US2728JS589061	59F-8JH
#032	2005	Peterbilt	1XP5DB9X05N860477	TLO3	MOHMTRAILER020042	803-8PE
#033	2014	Peterbilt 367	1NPTL40X9ED227589	TLO73	MOHMTRAILER018040	441-2PC
#035	2003	Peterbilt	1XP5DB9X13D591649	TL066	1E9US2623HS589030	30F-7EJ
#014	2005	Peterbilt/Red	1XP5DB9X25D881630	TL010	MOHMTRAILER018042	441-6PC
#041	2019	Freightliner	3ALHG3DV1KDKN11095			
#042	2006	Peterbilt	1XP5DB9X26D889132			

Timberline Trading, Inc. Equipment List (continued)

Truck Number	Year	Make	License	Expiration	VIN #
E114	1995	nternational/Holds 437 Green Loader			2HTTWAUT8SCO26348
#077	1998	Peterbilt	54B-4RC	2019	1XP5DB9X5WD445971
#022	2004	Kenworth	OCC-607	2019	1XKWDB9X14J064773
#031	2005	International			3HSCNAPR85N048280
#034	2015	Peterbilt	OCO-605	2019	2NPXX4TXXFM290603
#037	2007	Peterbilt/Red Log Truck	OCO-606	2019	1XP5DB9X67D665590
#038	2007	Peterbilt/ Gray			1XP5DB9X37D658967
#039	2005	Peterbilt/ Silver Truck	87J-3WF	2019	1XP5DB9X95N845766
#040	2007	Peterbilt/ 379 Black	0C0-625	2019	1XP5DB9X07D673930
#042	2006	Peterbilt/ Green w Wet Kit	14J-3VX		1XP5DB9X26D889132
#045	2008	Sterling/A 9500			2FWBA2CVX8AZ56742
#046	2005	Peterbilt/ Flat Top			1XT5DB9X36N899467

Emergency Services	Suppliers	
Water/Ice	• Reddy Ice • Water Monster	• H2eco • Sparkletts
Kitchen Facilities	• Kitchen Corps, Inc • Temporary Kitchens 123	• RK Emergency Management Support • Disaster Management Group, LLC
Ready Meals	• Heater Meals • Mountain House	• Chef Minute Meals • GA Foods
Base Camps	• Granny's Alliance • Ellipse Global	• Brookstone Emergency Services • Disaster Management Group, LLC
Restroom/Shower Units	• United Site Services, Inc • Daisy Waste	• Ellipse Global • Afford-A-Potty
Environmental Services	• Payne's Environmental Srvcs, LLC • FGL Environmental	• SWS Environmental Services • One Stop Environmental
Temporary Office	• Mobile Office Pros • Pac-Van	• Mobile Modular • US Construction Trailers
Aerial Video/Photos	• Drone Aire	• Airborne Response
Housing	• CLC Lodging	• Ellipse Global
Security	• Off Duty Services	• Safety Cop LLC
Generators	• Aggreko	• Genset Services, Inc
Light Sources	• Prism Lighting	• Sunbelt Rentals
Fuel Suppliers	• Suncoast Resources • Jaguar Fueling Services, LLC	• Atlas Oil • Fuel Master
Equipment Rental	• Deep South Crane Rentals • United Rentals • Caterpillar • Sunbelt Rentals • Hertz Equipment Rental	• Volvo • Komatsu • Herc Rentals • John Deere
Emergency Roof Tarping	• Beyond Exteriors • Affordable Roofing	• Storm Guard • Servpro
Barge Transport	• Poseidon Barge	• American Commercial Barge Line
Satellite Service/Communication	• Verizon	
Diving Services	• Lone Star Diving Services, Inc	• Diver Dan

Note: The vendor must provide their pricing through the designated lines items listed on the BidSync website.

To be considered as the Prime Contractor, bidders must bid on all of the categories of the Debris Management Proposal Form, and must provide pricing for each item within all categories of the Debris Management Proposal Form. Failure to do so will render the bid as incomplete and the bidder's submittal will not be considered for the Prime Contractor position.

The City will also contract with the remaining qualified Contractors to form a pool of vendors in order to insure adequate resources at the time of an event. These Contractors may be called upon in order of ranking to replace the Prime Contractor as a whole, or to supplement the Prime Contractor as needed. Bidders are encouraged, but not required, to submit pricing for every item in the Debris Management Proposal Form to be considered for this supplemental role.

The contractor shall supply an Operations Manager with a cell phone and 1/2 ton pickup or SUV at no additional cost. The Operations Manager must remain within the City of Pembroke Pines and on call during all hours of operation.

AD-21-02 "Disaster Debris Management Services"				**VENDOR NAME:**		TFR Enterprises, Inc
Bid #	**Description**	**Qty**	**Unit**	**Price**	**Total**	**Notes**
Schedule A - Crew including Equipment and Labor						
1.01	**Push Crew Class A -** Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour	$ 375.00	$ 83,625.00	
1.02	**Push Crew Class B -** Cat 289 or equal compact track loader/grapple and operator with cell phone. ¾ or 1 ton truck with chainsaw operator and one laborer with related supplies and equipment.	223	hour	$ 325.00	$ 72,475.00	
1.03	**Cut Crew Class A -** ¾ or 1 ton truck with chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour	$ 275.00	$ 61,325.00	
1.04	**Cut Crew Class B -** ¾ or 1 ton truck with climber/chainsaw operator, one laborer, cell phone, and related supplies and equipment.	223	hour	$ 350.00	$ 78,050.00	
1.05	**Push Loader Crew Class A -** Cat 930 or equal wheel loader with root rake or grapple and operator with cell phone.	223	hour	$ 275.00	$ 61,325.00	
1.06	**Push Loader Crew Class B -** Cat 289 or equal compact track loader with root rake or grapple and operator with cell phone.	223	hour	$ 245.00	$ 54,635.00	
					$ 411,435.00	

Schedule B - Collection of Debris & Hauling to TDMS or Final Destination						
2.01	**Vegetative Debris Removal - Hauling 25 miles away (50 miles round trip)** Work consists of the collection and transportation of eligible vegetative debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard	$ 12.00	$ 2,760,000.00	
2.02	**C&D & Mixed Debris Removal - Hauling 25 miles away (50 miles round trip)** Work consists of the collection and transportation of eligible C&D and mixed debris on the ROW or other public property to a City approved TDMS or FDS.	230000	cubic yard	$ 12.00	$ 2,760,000.00	
2.03	**Canals / Waterways Debris Removal - Hauling 25 miles away (50 miles round trip)** Work consists of the collection and transportation of eligible debris from public canals and waterways to a City approved TDMS or FDS.	230000	cubic yard	$ 12.00	$ 2,760,000.00	
2.04	**Curbside Separation of Mixed Debris** Work consists of separating of all mixed debris on the ROW or other public property in order for it to be transported to a City approved TDMS or City approved final disposal site.	230000	cubic yard	$ 0.25	$ 57,500.00	
					$ 8,337,500.00	

Schedule C - TDMS Management and Operation, Debris Reduction, and Haul-out to FDS						
3.01	**TDMS Management and Operation** Work as described in Section 1.3.18.5. Per cubic yard of debris hauled into each TDMS.	130000	cubic yard	$ 0.50	$ 65,000.00	
3.02	**Vegetative Debris Reduction at TDMS** Work consists of reduction of eligible vegetative disaster related debris through grinding as described in Section 1.3.18.6.	95000	cubic yard	$ 3.25	$ 308,750.00	
3.03	**C&D Debris Reduction at TDMS** Work consists of reduction of eligible C&D disaster related debris through compaction as described in Section 1.3.18.6.	35000	cubic yard	$ 2.00	$ 70,000.00	

3.04	**Separation of Mixed Debris at TDMS** Work consists of separating all mixed debris at TDMS site in order for it to be reduced and transported to a City approved final destination site.	1	cubic yard	$ 3.00	$ 3.00	
3.05	**Haul-out of Reduced Vegetative Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)** Work consists of loading and transporting of eligible reduced vegetative disaster related debris from a City approved TDMS to a City designated final disposal site.	31500	cubic yard	$ 5.75	$ 181,125.00	
3.06	**Haul-out of C&D Debris to a City Approved Final Disposal Site - Hauling 50 miles away (100 miles round trip)** Work consists of loading and transporting of eligible reduced C&D disaster related debris at a City approved TDMS to a City designated final disposal site.	2000	cubic yard	$ 10.75	$ 21,500.00	
					$ 646,378.00	

Schedule D - Additional Hauling Mileage						
4.01	**Additional Hauling Mileage - Collection of Debris and Hauling to TDMS or FDS** Cost for each additional mile for hauling of eligible debris picked up from the ROW, canal or waterway, or other public property to a TDMS or FDS in excess of 50 miles round trip.	1	mile	$ 0.25	$ 0.25	
4.02	**Additional Hauling Mileage - Haul-out of Debris from TDMS to a FDS** Cost for each additional mile for hauling of reduced eligible reduced debris from a TDMS to an FDS in excess of 100 mile round trip.	1	mile	$ 0.25	$ 0.25	
					$ 0.50	

Schedule E - White Goods, Dead Animal, Hazardous Trees, Limbs, & Stumps

5.01	**TDMS Remediation** Per acre cost to remediate the physical features of each TDMS to its pre-use or better than condition within 30 calendar days of receiving the last load of disaster-related debris.	1	acre	$ 4,900.00	$ 4,900.00	
5.02	**Bagged Ice** Per pound cost, delivered on pallets in 40’ semi-trailer load quantities	1	pound	$ 3.00	$ 3.00	
5.03	**Bottled Water** Per case cost, 16 ounce bottles in cases of 24 bottles each, delivered on pallets in 40’ semi-trailer load quantities	1	case	$ 18.00	$ 18.00	
5.04	**ROW White Goods Debris Removal - AC Units Refrigerators and freezers** Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each	$ 65.00	$ 65.00	
5.05	**ROW White Goods Debris Removal - Washers dryers stoves ovens & water heaters** Work consists of the removal of eligible White Goods from the ROW to a City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	1	each	$ 50.00	$ 50.00	
5.06	**Dead Animal Removal** Work consists of the removal of dead animal carcasses from the ROW to a City approved FDS.	1	each	$ 40.00	$ 40.00	
5.07	**Removal of Hazardous Limbs** Work consists of removing all damaged limbs from a tree that contains one or more eligible hazardous limbs. Limbs must be cut into sizes that are manageable for collection and placed in a single pile in the safest possible location on the City ROW or public property for collection.	6000	tree	$ 85.00	$ 510,000.00	

5.08	**Removal of Hazardous Trees - 6 inch to 12 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	196	tree	$ 275.00	$ 53,900.00	
5.09	**Removal of Hazardous Trees - 12.01 inch to 24 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree	$ 695.00	$ 695.00	
5.10	**Removal of Hazardous Trees - 24.01 inch to 36 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	31	tree	$ 875.00	$ 27,125.00	
5.11	**Removal of Hazardous Trees - 36.01 inch to 48 inch diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree	$ 990.00	$ 990.00	
5.12	**Removal of Hazardous Trees - 48.01 inch and larger diameter** Work consists of removing eligible hazardous trees from the ROW or other public property. Trees must be cut into sizes that are manageable for collection and placed in the safest possible location on the City ROW or public property for collection.	1	tree	$ 990.00	$ 990.00	

5.13	**Removal of Hazardous Stumps - 24 inch to 36 inch diameter** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump	$ 425.00	$ 425.00	
5.14	**Removal of Hazardous Stumps - 36.01 inch to 48 inch diameter** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	11	stump	$ 475.00	$ 5,225.00	
5.15	**Removal of Hazardous Stumps - 48.01 inch to 60 inch diameter** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump	$ 525.00	$ 525.00	
5.16	**Removal of Hazardous Stumps - 60.01 inch diameter and above** Work consists of removing eligible hazardous stumps from the ROW or public property and transporting resulting debris to a City approved TDMS or final disposal site. Rate includes removal and backfill of stump hole. Backfill must be within 24 hrs.	1	stump	$ 675.00	$ 675.00	
					$ 600,705.00	

Schedule F - Other Trees, Limbs, & Stumps						
6.01	**Removal of Hazardous Limbs (Non-Eligible) - Hauling 25 miles away (50 miles round trip)** Work consists of removing all damaged limbs from a tree that does not contain any eligible hazardous limbs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree	$ 195.00	$ 195.00	
6.02	**Removal of Hazardous Trees (Non-Eligible) - Under 6" in Diameter - Hauling 25 miles away (50 miles round trip)** Work consists of removing hazardous trees under 6” in diameter, including the stumps. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	tree	$ 190.00	$ 190.00	
6.03	**Removal of Hazardous Stumps (Non-Eligible) - Under 24" - Hauling 25 miles away (50 miles round trip)** Work consists of removal and disposal of stump and backfill of stump hole. Backfill must be within 24 hrs. All debris must be removed immediately and disposed of by Contractor at a City approved disposal site. Contractor is not permitted to use the TDMS.	1	stump	$ 250.00	$ 250.00	
6.04	**Stump Grinding of Flush Cuts (Non-Eligible) - Under 24" diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump	$ 125.00	$ 125.00	
6.05	**Stump Grinding of Flush Cuts (Non-Eligible) - 24 inch to 36 inch diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump	$ 375.00	$ 375.00	

6.06	**Stump Grinding of Flush Cuts (Non-Eligible) - 36.01 inch to 48 inch diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump	$ 395.00	$ 395.00	
6.07	**Stump Grinding of Flush Cuts (Non-Eligible) - 48.01 inch to 60 inch diameter** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump	$ 475.00	$ 475.00	
6.08	**Stump Grinding of Flush Cuts (Non-Eligible) - 60.01 inch diameter and above** Work consists of grinding flush cut stumps in the City ROW or other public property to 12” below grade to include trade standard site cleanup.	1	stump	$ 550.00	$ 550.00	
					$ 2,555.00	
				TOTAL:	**$ 9,998,573.50**	

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **AD-21-02** titled "**Disaster Debris Management Services"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: TFR ENTERPRISES INC

STREET ADDRESS: 601 LEANDER DR

CITY, STATE & ZIP CODE: LEANDER

PRIMARY CONTACT FOR THE PROJECT:

NAME: Tiffany Jean TITLE: Senior Contract Administrator

E-MAIL: tiffany@tfrinc.com

TELEPHONE: 512-260-3322 FAX: 512-528-1942

AUTHORIZED APPROVER:

NAME: Tipton F. Rowland TITLE: CEO

E-MAIL: tiffany@tfrinc.com

TELEPHONE: 512-260-3322 FAX: 512-528-1942

SIGNATURE: Tipton F. Rowland

B) Proposal Checklist

Did you submit the following items, as stated in section 1.5 "Proposal Submission" of the bid package?

Title Page	Yes ☑
Table of Contents	Yes ☑
Letter of Interest	Yes ☑

Did you make sure to submit the following items, as stated in section 1.5.1 "Proposal Requirements" of the bid package?

Tab 1 - Qualifications and Experience	Yes ☑
Attachment F: References	Yes ☑
Tab 2 - Ability	Yes ☑
Attachment H: Financial Work Sheet	Yes ☑
Tab 3 – Project Understanding and Technical Approach	Yes ☑
Tab 4 – Project Cost	

	Yes ☑
Attachment J: Debris Management Proposal Form	Yes ☑
Tab 5 – Other Completed Documents	Yes ☑
Attachment A: Contact Information Form	Yes ☑
Attachment B: Non-Collusive Affidavit	Yes ☑
Attachment C: Proposer's Background Information	Yes ☑

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes ☑
Form W-9 (Rev. October 2018)	Yes ☑
Sworn Statement on Public Entity Crimes Form	Yes ☑
Local Business Tax Receipts	Yes ☑
Veteran Owned Small Business Preference Certification	Yes ☑
Equal Benefits Certification Form	Yes ☑
Vendor Drug-Free Workplace Certification Form	Yes ☑
Scrutinized Company Certification	Yes ☑
E-Verify System Certification Statement	Yes ☑
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes ☑
Debarment, Suspension and Other Responsibility Matters	Yes ☑
Minority-Owned Business Enterprise	Yes ☑
Woman-Owned Business Enterprise	Yes ☑
HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes ☑

Supplier Response Form

City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Owner,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature: Tipton F Rowland

Title: CEO

Name of Company: TFR Enterprises, Inc

Supplier Response Form

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

None

2) At what address was that business located?

N/A

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

no

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

yes

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Yes
- Timberline Trading Inc. - ROW hauling of vegetative and C&D debris, hazardous tree removal

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

TFR Enterprises, Inc. v. Florida Department of Transportation, Target Engineering Group, LLC formerly known as Target Engineering Group, Inc.

After repeated efforts to obtain payment for Monitoring-firm issued and signed tickets for a debris removal job

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

10) Are you an ☑ Original provider, ☐ sales representative, ☐ distributor, ☐ broker, ☐ manufacturer, ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

Please also see attached Disaster Debris Experience List.

On October 10, 2018 less than one month after Florence made landfall, Hurricane Michael showed up on the Florida Panhandle as a Category 4 hurricane. Michael presented the strongest winds to make US landfill since Andrew in

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

TFR Enterprises Inc

(Company Name)

Tipton F. Rowland

(Printed Name/Signature)

Exceptions

TFR Enterprises, Inc. takes no exceptions to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation.

Supplier: **TFR Enterprises, Inc**

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **AD-21-02** titled "**Disaster Debris Management Services"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **TFR ENTERPRISES INC**

STREET ADDRESS: **601 LEANDER DR**

CITY, STATE & ZIP CODE: **LEANDER**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Tiffany Jean** TITLE: **Senior Contract Administrator**

E-MAIL: **tiffany@tfrinc.com**

TELEPHONE: **512-260-3322** FAX: **512-528-1942**

AUTHORIZED APPROVER:

NAME: **Tipton F. Rowland** TITLE: **CEO**

E-MAIL: **tiffany@tfrinc.com**

TELEPHONE: **512-260-3322** FAX: **512-528-1942**

SIGNATURE: **Tipton F. Rowland**

B) Proposal Checklist

Did you submit the following items, as stated in section 1.5 "Proposal Submission" of the bid package?

Title Page	Yes ☑
Table of Contents	Yes ☑
Letter of Interest	Yes ☑

Did you make sure to submit the following items, as stated in section 1.5.1 “Proposal Requirements” of the bid package?

Tab 1 - Qualifications and Experience	Yes ☑
Attachment F: References	Yes ☑
Tab 2 - Ability	Yes ☑
Attachment H: Financial Work Sheet	Yes ☑
Tab 3 – Project Understanding and Technical Approach	Yes ☑
Tab 4 – Project Cost	Yes ☑
Attachment J: Debris Management Proposal Form	Yes ☑
Tab 5 – Other Completed Documents	Yes ☑
Attachment A: Contact Information Form	Yes ☑
Attachment B: Non-Collusive Affidavit	Yes ☑
Attachment C: Proposer’s Background Information	Yes ☑

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes ☑
Form W-9 (Rev. October 2018)	Yes ☑
Sworn Statement on Public Entity Crimes Form	Yes ☑
Local Business Tax Receipts	Yes ☑
Veteran Owned Small Business Preference Certification	Yes ☑
Equal Benefits Certification Form	Yes ☑
Vendor Drug-Free Workplace Certification Form	Yes ☑
Scrutinized Company Certification	Yes ☑
E-Verify System Certification Statement	Yes ☑
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes ☑
Debarment, Suspension and Other Responsibility Matters	Yes ☑
Minority-Owned Business Enterprise	Yes ☑
Woman-Owned Business Enterprise	Yes ☑

HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes ☑

Supplier: **TFR Enterprises, Inc**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Tipton F Rowland**

Title **CEO**

Name of Company **TFR Enterprises, Inc**

Supplier: **TFR Enterprises, Inc**

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

None

2) At what address was that business located?

N/A

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

no

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

yes

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Yes
- Timberline Trading Inc. - ROW hauling of vegetative and C&D debris, hazardous tree removal

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

TFR Enterprises, Inc. v. Florida Department of Transportation, Target Engineering Group, LLC formerly known as Target Engineering Group, Inc.

After repeated efforts to obtain payment for Monitoring-firm issued and signed tickets for a debris removal job contracted by the Florida Department of Transportation, TFR was forced to file suit in order to protect the interests of its local subcontractors, the Company and other vendors. Despite repeated requests by TFR to amicably resolve this matter, FDOT provided no reasonable grounds for refusing payment (all payments were for work authorized and completed as evidenced by signed debris tickets or other comparable support). TFR spent almost two years negotiating with FDOT to resolve the nonpayment without the need for formal legal proceedings. TFR only undertook formal legal action after exhausting all other avenues failed and when FDOT refused to resolve this matter in good faith. (This suit is currently in the discussions phase.)

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

10) Are you an ☑ Original provider, ☐ sales representative, ☐ distributor, ☐ broker, ☐ manufacturer, ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

Please also see attached Disaster Debris Experience List.

On October 10, 2018 less than one month after Florence made landfall, Hurricane Michael showed up on the Florida Panhandle as a Category 4 hurricane. Michael presented the strongest winds to make US landfill since Andrew in 1992, and the damage was evident. TFR was mobilized to Florida but rode out the storm well out of destructions way. TFR must always ensure the equipment and management is not in a dangerous position, as we cannot risk the absence of it in response. TFR's management immediately headed to Tyndall Air Force Base to help. TFR had just finished responding to Camp LeJeune and Cherry Point military installations after Hurricane Florence so we are very familiar with the processes, procedures, and needs of these facilities. Although the base was a disaster area and looked as if combat had just ended, TFR immediately mobilized all requested resources and we were working 5 days after landfall, clearing roadways, removing hazardous trees and hazardous limbs. We completed several work orders, vegetative and construction and demolition debris removal, tree trimming and removal, reducing the vegetative debris by grinding, and haul out and disposal of C&D and Vegetative mulch. TFR was able to recycle the vegetative debris and metal material as recycling any debris that can avoid the landfills is one of our top company goals. One of the obstacles that TFR experienced in performing this project was access onto the base. There key problem with base access was that several different procedures were being used for granting access. There was a separate contractor involved so it was not done directly by the military and communications were an issue. We worked very closely with the base and the security contractor to resolve the base access issues so the work would not be interrupted, delayed, or stopped completely. Another obstacle that presented itself was the wide variety of materials that this monstrous storm created. TFR houses a staff of highly trained individuals who are proficient in the identification, removal, and storage of all materials that are incidental to a natural or man-made disaster. TFR provided project managers with experience in military base operations in order to meet the expectations of the base OPSEC office. Safety and

security are high priorities within TFR organization and management as well as teamwork, and teamwork is what it takes to get the job done. We were honored to help our US military facilities recover from the devastation of the 2018 Hurricanes that made US landfall.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

TFR Enterprises Inc

(Company Name)

Tipton F. Rowland

(Printed Name/Signature)

Supplier: **TFR Enterprises, Inc**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Iowa Dept of Homeland Security and Emergency Management**

Address: **6100 NW 78th Ave**

City/State/Zip: **Johnston, IA 50131**

Contact Name: **Jordan Moser** Title: **Strategic Planner**

E-Mail Address: **Jordan.moser@iowa.gov**

Telephone: **512-323-4246** Fax:

Project Information:

Name of Contractor Performing the work: **TFR Enterprises, Inc**

Name and location of the project: **Derecho Winds - Iowa**

Nature of the firm's responsibility on the project: **Vegetative debris reduction by grinding**

Project duration: **08/2020** Completion (Anticipated) Date: **12/2020**

Size of project: **1,345,640 CY** Cost of project: **$4,962,064.60**

Work for which staff was responsible: **Vegetative debris reduction by grinding**

Contract Type: **Firm Fixed**

The results/deliverables of the project: **Satisfactory**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Robertsdale**

Address: **22647 Racine Street**

City/State/Zip: **Robertsdale, AL 36567**

Contact Name: **Greg Smith** Title: **City Engineer**

E-Mail Address: **gregsmith@robertsdale.org**

Telephone: **251-947-8955** Fax:

Project Information:
Name of Contractor Performing the work: **TFR Enterprises, Inc**

Name and location of the project: **Hurricane Sally - Robertsdale, AL**

Nature of the firm's responsibility on the project: **Provided emergency cut and toss across 6 Counties as a result of Hurricane Florence.**

Project duration: **09/2020** Completion (Anticipated) Date: **04/2020**

Size of project: **estimated 157,000 cy** Cost of project: **$1,930,528.98**

Work for which staff was responsible: **Provided emergency cut and toss across 6 Counties as a result of Hurricane Florence.**

Contract Type: **Firm Fixed**

The results/deliverables of the project: **Satisfactory**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:
Name of Firm, City, County or Agency: **City of Plantation**

Address: **400 NW 73rd Avenue**

City/State/Zip: **Plantation, FL 33317**

Contact Name: **Steve Rodgers** Title: **Public Works**

E-Mail Address: **srodgers@plantation.org**

Telephone: **954-452-2535** Fax:

Project Information:
Name of Contractor Performing the work: **TFR Enterprises, Inc**

Name and location of the project: **Hurricane Irma Debris Removal**

Nature of the firm's responsibility on the project: **Provided emergency debris removal, hauling, disposal, and tree removal services as a result of Hurricane Irma.**

Project duration: **09/2017** Completion (Anticipated) Date: **12/2017**

Size of project: **est. 500,000 cy** Cost of project: **$7,391,432.00**

Work for which staff was responsible: **Provided emergency debris removal, hauling, disposal, and tree removal services as a result of Hurricane Irma.**

Contract Type: **Firm Fixed**

The results/deliverables of the project: **Satisfactory**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:
Name of Firm, City, County or Agency: **Tyndall Air Force Base**

Address: **501 Airey Avenue, Ste. 5**

City/State/Zip: **Tyndall AFB, FL 32403**

Contact Name: **Johnny Walker** Title: **Contracting Officer**

E-Mail Address: **johnny.walker.4@us.af.mil**

Telephone: **850-283-1378** Fax:

Project Information:
Name of Contractor Performing the work: **TFR Enterprises, Inc**

Name and location of the project: **Hurricane Michael**

Nature of the firm's responsibility on the project: **Emergency debris hauling services following Hurricane Michael**

Project duration: **02/2019** Completion (Anticipated) Date: **04/2019**

Size of project: **est. 151,000 cy** Cost of project: **$2,314,186**

Work for which staff was responsible: **Emergency debris hauling services following Hurricane Michael**

Contract Type: **Firm Fixed**

The results/deliverables of the project: **Satisfactory**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **North Carolina Department of Transportation**

Address: **404 South NC Hwy 11-903**

City/State/Zip: **Kenansville, NC 28349**

Contact Name: **Chris Rhodes** Title: **Maintenance Engineer**

E-Mail Address: **cerhodes@ncdot.gov**

Telephone: **910-296-8703** Fax:

Project Information:

Name of Contractor Performing the work: **TFR Enterprises, Inc**

Name and location of the project: **Hurricane Florence**

Nature of the firm's responsibility on the project: **Emergency cut & toss services following Hurricane Florence**

Project duration: **11/2018** Completion (Anticipated) Date: **11/2018**

Size of project: **M** Cost of project: **$496,398.00**

Work for which staff was responsible: **Emergency cut & toss services following Hurricane Florence (1 of 6 Counties performed simultaneously, mobilized 720 Team Members)**

Contract Type: **Firm Fixed**

The results/deliverables of the project: **Satisfactory**

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

EQUAL BENEFITS CERTIFICATION FORM
FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.

2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.

3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over $25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.

4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

☑ **A.** Contractor currently complies with the requirements of this section; or

☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or

☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or

☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption **(Check only one box below):**

☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: TFR Enterprises, Inc

AUTHORIZED OFFICER NAME / SIGNATURE: Tipton F. Rowland Digitally signed by Tipton F. Rowland Date: 2019.06.20 11:24:28 -05'00'

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA:
Business Name: TFR ENTERPRISES INC

Receipt #: 325-234497
Business Type: CLEANING/JANITORIAL (REMOVAL OF DEBRI)

Owner Name: TIPTON F ROWLAND
Business Location: 601 LEANDER DRIVE
OUT OF STATE
Business Phone: 512-260-3322

Business Opened: 07/08/2010
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		25		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

TFR ENTERPRISES INC
601 LEANDER DRIVE
LEANDER, TX 78641

Receipt #04A-17-00001949
Paid 07/12/2018 150.00

2018 - 2019

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s);** A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: TFR Enterprises, Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Tipton F. Rowland Digitally signed by Tipton F. Rowland Date: 2019.06.20 11:59:26 -05'00'

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.

I, Tipton F Rowland (Print Name and Title), on behalf of TFR Enterprises, Inc (Company Name),

certify that TFR Enterprises, Inc (Company Name):

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Tipton F Rowland
Print Name / Title

Signature

TFR Enterprises, Inc
Company Name

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted TFR Enterprises, Inc
(name of entity submitting sworn statement)

whose business address is 601 Leander Drive, Leander, Texas 78641

and (if applicable) its Federal Employer Identification Number (FEIN) is 72-1149862. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Tipton F Rowland and my
(Please print name of individual signing)

relationship to the entity named above is CEO.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☑ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Tipton F. Rowland
Bidder's Name

Signature

TFR Enterprises, Inc
Company Name

6/20/19
Date

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

☑ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

TFR Enterprises, Inc

Company Name

Tipton F. Rowland

Authorized Signer Name

Tipton F. Rowland

Digitally signed by Tipton F. Rowland
Date: 2019.06.20 11:17:58 -05'00'

Authorized Signature

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(OFFICE USE ONLY) Vendor number: _____

Vendor Information Form

Operating Name (Payee)	TFR Enterprises, Inc		
Legal Name (as filed with IRS)	TFR Enterprises, Inc		
Remit-to Address (For Payments)	601 Leander Drive		
	Leander, Texas 78641		
Remit-to Contact Name:	Tiffany Jean	**Title:**	Contract Administrator
Email Address:	tiffany@tfrinc.com		
Phone #:	(512) 260-3322	**Fax #**	(512) 528-1942
Order-from Address (For purchase orders)			
Order-from Contact Name:		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Return-to Address (For product returns)			
Return-to Contact Name		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☑ **Corporation** — **Federal ID Number:** 72-1149862

☐ **Sole Proprietorship/Individual** — **Social Security No.:**

☐ **Partnership**

☐ **Health Care Service Provider**

☐ **LLC – C (C corporation) – S (S corporation) – P (partnership)**

☐ **Other (Specify):** _____

Name & Title of Applicant Tipton F Rowland

Signature of Applicant _____ **Date** 6/20/19

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: TFR Enterprises, Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Tipton F. Rowland Digitally signed by Tipton F. Rowland Date: 2019.06.20 12:01:01 -05'00'

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TFR Enterprises, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
601 Leander Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Leander, Texas 78641

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 2 - 1 1 4 9 8 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 6/20/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 3.

File ID: 21-1102 **Type:** Bid **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 12/06/2021

Short Title: RFP AD-21-02 Disaster Debris Management Services Crowdergulf **Final Action:** 01/12/2022

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFP # AD-21-02 "DISASTER DEBRIS MANAGEMENT SERVICES" TO CROWDERGULF JOINT VENTURE, INC. AS THE PRIMARY CONTRACTOR; AND TO FORM A POOL WITH THE FOLLOWING CONTRACTORS IN THE ORDER OF THEIR RANKING: 2) D&J ENTERPRISES, INC., 3) CERES ENVIRONMENTAL SERVICES, INC., 4) TFR ENTERPRISES, INC., 5) EASTERN WASTE SYSTEMS, INC., 6) SOUTHERN DISASTER RECOVERY, LLC., AND 7) KDF ENTERPRISES, LLC. WHICH MAY BE CALLED UPON TO REPLACE THE PRIMARY CONTRACTOR AS A WHOLE, OR TO SUPPLEMENT THE PRIMARY CONTRACTOR AS NEEDED.

***Agenda Date:** 01/12/2022

Agenda Number: 3.

Internal Notes:

Attachments: 1. Crowder Gulf Inc Contract (Vendor-Executed), 2. D&J Enterprises Contract (Vendor-Executed), 3. Ceres Environmental Services Inc. Contract (Vendor-Executed), 4. TFR Enterprises Inc. Contract (Vendor-Executed), 5. Eastern Waste Systems Inc. Contract (Vendor-Executed), 6. Southern Disaster Recovery Contract (Vendor-Executed), 7. KDF Enterprises, LLC Contract (Vendor-Executed), 8. Exhibit A - AD-21-02 Disaster Debris Management Services, 9. Exhibit B - CrowderGulf Joint Venture, Inc. (CrowderGulf, LLC), 10. Exhibit B - D&J Enterprises, Inc., 11. Exhibit B - Ceres Environmental Services, Inc., 12. Exhibit B - TFR Enterprises, Inc., 13. Exhibit B - Eastern Waste Systems, Inc., 14. Exhibit B - Southern Disaster Recovery, 15. Exhibit B - KDF Enterprises, LLC, 16. 09/08/2021 Meeting Minutes, 17. 09/28/2021 Meeting Minutes, 18. Conflict of Interest Forms, 19. Summary Rankings and Score Sheets, 20. Bid Tabulation

1	City Commission	01/12/2022	approve	Pass

Action Text: A motion was made by Commissioner Siple, seconded by Vice Mayor Good Jr., to approve Item 3. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz

Nay: - 0

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFP # AD-21-02 "DISASTER DEBRIS MANAGEMENT SERVICES" TO CROWDERGULF JOINT VENTURE, INC. AS THE PRIMARY CONTRACTOR; AND TO FORM A POOL WITH THE FOLLOWING CONTRACTORS IN THE ORDER OF THEIR RANKING: 2) D&J ENTERPRISES, INC., 3) CERES ENVIRONMENTAL SERVICES, INC., 4) TFR ENTERPRISES, INC., 5) EASTERN WASTE SYSTEMS, INC., 6) SOUTHERN DISASTER RECOVERY, LLC., AND 7) KDF ENTERPRISES, LLC. WHICH MAY BE CALLED UPON TO REPLACE THE PRIMARY CONTRACTOR AS A WHOLE, OR TO SUPPLEMENT THE PRIMARY CONTRACTOR AS NEEDED.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Proposal as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On March 17, 2021, the City Commission authorized the advertisement of RFP # AD-21-02 "Disaster Debris Management Services", which was advertised on March 18, 2021.

2. The purpose of this solicitation was to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm to provide services to remove, process, and lawfully dispose of disaster generated debris on public property and public rights-of-way in the City of Pembroke Pines, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s).

3. On April 20, 2021 the City opened ten (10) proposals from the following vendors:

Vendor Name
Custom Tree Care, Inc.
TFR Enterprises, Inc.
D&J Enterprises, Inc.
CrowderGulf Joint Venture, Inc.
Eastern Waste Systems, Inc.
Ceres Environmental
Southern Disaster Recovery
KDF Enterprises, LLC.
DRC Emergency Services, LLC.
Tropical Touch

4. On September 8, 2021, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- Qualifications and Experience (20%)
- Ability (20%)
- Project Understanding and Technical Approach (15%)
- Availability of Equipment (20%)
- Project Cost (20%)
- Veteran-Owned Small Business Preference (2.5%)
- Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms (2.5%)

5. The committee was informed that Custom Tree Care, Inc. and Tropical Touch had been deemed non-responsive by the Procurement Department due to the non-submittal of several

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

required portions for the scoring criteria.

6. At the September 8, 2021 meeting, the evaluation committee made a motion to deem the remaining eight (8) vendors qualified, and to schedule a second evaluation meeting where each vendor would prepare presentations followed by a question/answer period held by the evaluators. The evaluators unanimously agreed to allow five minutes for presentation and ten minutes for questions, and to meet again on September 28, 2021 for the second evaluation meeting.

7. On September 28, 2021, the City re-convened the evaluation committee for the second evaluation meeting. Prior to the meeting, the Procurement Department was informed by DRC Emergency Services, Inc. that they would be withdrawing their bid and removing themselves from the evaluation process. The evaluation committee ranked the vendors as shown below:

Rank	Vendor
1	CrowderGulf Joint Venture, Inc.
2	D&J Enterprises, Inc.
3	Ceres Environmental Services, Inc.
4	TFR Enterprises, Inc.
5	Eastern Waste Systems, Inc.
6	Southern Disaster Recovery
7	KDF Enterprises, LLC

8. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award the primary contract for RFP # AD-21-02 “Disaster Debris Management Services” to the first ranked vendor, CrowderGulf Joint Venture, Inc., and that the remaining vendors be offered contracts to form a pool of vendors who may be called upon in order of ranking.

9. All qualified vendors have completed the Equal Benefits Certification Form and have stated that they all “currently comply with the requirements of this section.”

10. Request City Commission to approve the findings and recommendation of the evaluation committee and to award RFP # AD-21-02 "Disaster Debris Management Services" to CrowderGulf Joint Venture, Inc. as the primary contractor; and to form a pool with the following contractors in the order of their ranking: 2) D&J Enterprises, Inc., 3) Ceres Environmental Services, Inc., 4) TFR Enterprises, Inc., 5) Eastern Waste Systems, Inc., 6) Southern Disaster Recovery, and 7) KDF Enterprises, LLC. which may be called upon to replace the primary contractor as a whole, or to supplement the primary contractor as needed.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.
b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as hurricanes or other natural or manmade disasters. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

c) Source of funding for difference, if not fully budgeted: Not applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1221 S. Mopac Expy., Suite 160
Austin TX 78746

CONTACT NAME: Larry Sue Dunn
PHONE (A/C, No, Ext): 817-347-6816 **FAX (A/C, No):** 817-347-6981
E-MAIL ADDRESS: ldunn@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Co.	38318
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Starr Surplus Lines Ins. Co.	13604
INSURER D : Argonaut Insurance Company	19801
INSURER E : Travelers Lloyds Insurance Company	41262
INSURER F : Tokio Marine Specialty Insurance Co.	23850

INSURED TFRENTE-02
T F R Enterprises Inc
601 Leander Drive
Leander TX 78641

COVERAGES **CERTIFICATE NUMBER:** 1079072821 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X BI/PD Ded $5,000 X *SEE DESCRIPTION GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			1000066507201	12/31/2020	12/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ContractorsPollution	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			1000199116201	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
F	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			PUB752292	12/31/2020	12/31/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001209012 WC928588359384	1/1/2021 1/1/2021	1/1/2022 1/1/2022	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	** SEE DESCRIP $ 1,000,000 $ 1,000,000 $ 1,000,000
E A	Leased/Rented Equipment Hired - Physical Damage			QT6608071X472TLC20 1000199116201	12/31/2020 12/31/2020	12/31/2021 12/31/2021	Limit - $700,000 Comp Deductible Collision Deductible	$2,500 $1,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*XCU is not excluded.
*The General Liability policy includes a $1,000,000 Contractors Pollution Limit.

**Texas Workers' Compensation Policy - 0001209012
**All Other States (incl California) - WC928588359384

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status
See Attached...

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

AGENCY CUSTOMER ID: TFRENTE-02

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	**NAMED INSURED** T F R Enterprises Inc 601 Leander Drive Leander TX 78641
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(Including Completed Ops) and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when required by written contract.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only when required by written contract.

The General Liability, Automobile Liability and Workers Compensation policy includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation

Umbrella is Follow Form underlying the General Liability (Incl. Contractors Pollution), Automobile Liability and Employers Liability policies.
Auto Liability policy includes Endorsement CA99481013 -Pollution Liability-Broadened Coverage for Covered Autos.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000066507201 **Effective Date:** December 31, 2020 at 12:01 A.M.
Named Insured: TFR ENTERPRISES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.

3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Steve Blakey
Steve Blakey, President

Nehemiah E. Ginsburg
Nehemiah E. Ginsburg, General Counsel

Copyright © C. V. Starr & Company and Starr Surplus Lines Insurance Company. All rights reserved.
Includes copyrighted material of ISO Properties, Inc., used with its permission.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

 © Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

 © Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

 © Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

 © Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

 © Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

 © Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

 © Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

POLICY NUMBER: 1000199116201

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	TFR ENTERPRISES, INC.
Endorsement Effective Date:	12/31/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s): **Where required by written contract**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

POLICY NUMBER: 1000199116201

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TFR ENTERPRISES, INC.
Endorsement Effective Date: 12/31/2020

SCHEDULE

Insurance Company: Starr Indemnity & Liability Company	
Policy Number: 1000199116201	**Effective Date: 12/31/2020**
Expiration Date: 12/31/2021	
Named Insured: TFR ENTERPRISES, INC.	
Address: 601 Leander Dr Leander, TX 78641	
Additional Insured (Lessor): Where requested by written contract	
Address: «aia-W»	
Designation Or Description Of "Leased Autos": All covered Autos Leased to the Named Insured	

© Insurance Services Office, Inc., 2011

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/1/20 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001209012 of Texas Mutual Insurance Company effective on 1/1/20

Issued to: TFR ENTERPRISES INC

DBA: EMERGENCY TREE REMOVAL

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/19

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

DocuSign Envelope ID: B9FE3C31-03FF-4E42-957B-B5989DCCB390

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

 © Insurance Services Office, Inc., 2011